

DECLARATION OF CONDOMINIUM
OF
CASA BELLA ST. AUGUSTINE CONDOMINIUM ASSOCIATION, INC.

Casa Bella Partners, LLC, herein called "Developer," on behalf of itself and its successors, grantees, and assigns, hereby makes this Declaration of Condominium ("Declaration"):

1. SUBMISSION TO CONDOMINIUM -- The fee simple title to the lands, including any and all improvements thereon, located in St. Johns County, Florida, and described in attached Exhibit "E" are submitted to the condominium form of ownership.
2. NAME -- PLAN OF DEVELOPMENT -- Developer has or will construct a total of 56 single-family residential Units and associated improvements designated "Casa Bella de St. Augustine Shores, a Condominium."
3. NAME -- ASSOCIATION -- The name of the Condominium Association is "Casa Bella St. Augustine Condominium Association, Inc." This Association is incorporated as a not for profit Florida corporation.
4. DEFINITIONS -- The terms used herein will have the meanings stated in Florida Statutes Chapter 718 (Condominium Act) and as follows, unless the context otherwise requires:
 - 4.1. ASSESSMENT -- The share of the funds required for the payment of Common Expenses that is assessed against a Unit Owner from time to time.
 - 4.2. ASSOCIATION -- The corporation responsible for the operation of the Condominium.
 - 4.3. ASSOCIATION PROPERTY -- All real or personal property owned or leased by the Association.
 - 4.4. CASA BELLA DE ST. AUGUSTINE SHORES, A CONDOMINIUM -- Tracts A, B & E, St. Augustine Shores Unit Two, according to the plat thereof, recorded in Plat Book 13, Page(s) 114-124, Public Records of St. Johns County, Florida.
 - 4.5. MASTER ASSOCIATION -- ST. AUGUSTINE SHORES SERVICE CORPORATION, Inc. in which the sharing of costs is mandatory for Casa Bella St. Augustine Unit owners, pursuant to the Declaration of Covenants, Conditions and Restriction for the MASTER ASSOCIATION, as recorded in Official Records Book 443, Page 643, Public Records of St. Johns County, Florida, as attached as Exhibit "G."
 - 4.6. BOARD OF DIRECTORS or DIRECTORS or BOARD -- The Board of Directors responsible for the administration of the Association.
 - 4.7. CHARGE or SPECIAL CHARGE -- The obligation of a Unit Owner to pay or

reimburse money to the Association that cannot be secured as an assessment pursuant to F.S. 718.116, but which will, if the charge is not paid, give rise to a cause of action against the Unit Owner pursuant to this Declaration.

4.8. COMMON ELEMENTS -- The portions of the property submitted to Condominium ownership and not included in the Units, including:

4.8.1. Land

4.8.2. All parts of improvements that are not included within the Units

4.8.3. Easements

4.8.4. Installations for the furnishing of services to more than one Unit or to the Common Elements, such as chilled water air conditioning, electricity, water, and sewer.

4.9. COMMON EXPENSES -- All expenses and assessments properly incurred by the Association for the Condominium and such expenses as may be declared to be Common Expenses by this Declaration. The cost of providing basic cable television under a bulk service contract, the cost of providing electronic security to the Units and the cost of water and sewer service to the Units shall be a Common Expense.

4.10. COMMON SURPLUS -- The excess of all receipts of the Association above the Common Expenses.

4.11. CONDOMINIUM DOCUMENTS -- This Declaration and the attached Exhibits setting forth the nature of the property rights in the Condominium and the covenants running with the land that govern these rights. All the other Condominium Documents will be subject to the provisions of the Declaration. The order of priority of the documents will be as follows: (1) Declaration; (2) Association Articles of Incorporation; (3) Bylaws; and (4) Rules and Regulations.

4.12. CONDOMINIUM PARCEL -- A Unit together with the undivided share in the Common Elements that is appurtenant to the Unit.

4.13. CONDOMINIUM PROPERTY -- The real and personal property, both tangible and intangible, subject to Condominium ownership, whether or not contiguous; all improvements thereon; and all Easements and rights appurtenant thereto.

4.14. DEVELOPER -- CASA BELLA PARTNERS, LLC, the company that has established this Condominium, and the successors and assigns of the company's development rights.

4.15. EXHIBITS:

A. Association Articles of Incorporation

- B. Condominium Plot Plan
- C. Association Bylaws
- D. Rules and Regulations
- E. Legal description of the Condominium Property
- F. Percentages of ownership of the Common Elements
- G. Master Association's Declaration of Covenants, Conditions and Restrictions

4.16. FAMILY -- One natural person or a group of two or more natural persons, each of whom is related to each of the others by blood, marriage, or adoption (exclusive of household servants); or not more than two adult persons not so related, and the children of either or both of them, who reside together as a single not-for-profit housekeeping unit.

4.17. GUEST -- Any person who is physically present in or occupies a Unit on a temporary basis at the invitation of the Unit Owner without the payment of consideration.

4.18. INSTITUTIONAL FIRST MORTGAGEE -- The mortgagee or its assignee of a first mortgage on a Condominium Parcel. The mortgagee may be a bank, a savings and loan association, a mortgage banker, a life insurance company, a real estate or mortgage investment trust, a pension or profit sharing trust, the Federal Housing Administration, the Department of Veterans Affairs, any agency of the United States of America, or the Developer. The term also refers to any holder of a first mortgage against a Condominium Parcel which mortgage is guaranteed or insured, as evidenced by a recorded instrument, by the Federal Housing Administration, the Department of Veterans Affairs, any agency of the United States of America, or any other public or private corporation engaged in the business of guaranteeing or insuring residential first mortgage loans, and their successors and assigns.

4.19. LEASE -- The grant by a Unit Owner of a temporary right of use of the owner's Unit for a valuable consideration.

4.20. LIMITED COMMON ELEMENTS -- Those portions of the Common Elements that are reserved for the use of a certain Unit or Units to the exclusion of the other Units.

4.21. OCCUPY -- The act of being physically present in a Unit on two or more consecutive days, including staying overnight. An occupant is one who occupies a Unit.

4.22. OPERATION -- The administration and management of the Condominium Property.

4.23. PERSON -- An individual, corporation, trust, or other legal entity capable of holding title to real property.

4.24. SINGULAR, PLURAL, GENDER -- Whenever the context permits, use of the plural includes the singular, use of the singular includes the plural, and use of any gender includes all genders.

4.25. UNIT -- A part of the Condominium Property that is subject to exclusive ownership as described in this Declaration.

4.26. UNIT NUMBER -- The letter, number, or combination thereof that is designated on the Condominium Plot Plan and used as the identification of a Unit.

4.27. UNIT OWNER -- The owner of record legal title to a Condominium Parcel.

4.28. VOTING INTEREST -- The voting rights distributed to the Association members pursuant to F.S. 718.104(4)(j).

5. CONDOMINIUM UNITS, BOUNDARIES, AND APPURTENANCES -- Each Unit and its appurtenances constitute a separate parcel of real property that may be owned in fee simple. The Unit may be conveyed, transferred, and encumbered like any other parcel of real property, independently of all other parts of the Condominium Property, subject only to the provisions of the Condominium Documents and applicable laws.

5.1. BOUNDARIES -- Each Unit will have boundaries as defined below. The boundaries may exist now or may be created by construction, settlement, or movement of the buildings; or by permissible repairs, reconstruction, or alterations.

5.1.1. HORIZONTAL BOUNDARIES -- The upper and lower boundaries of the Units will be:

5.1.1.1. UPPER BOUNDARY -- The planes of the underside of the finished and undecorated ceilings of the Unit, extended to meet the perimeter boundaries.

5.1.1.2. LOWER BOUNDARY -- The planes of the upperside of the finished and undecorated surface of the floors of the Unit, extended to meet the perimeter boundaries.

5.1.2. PERIMETER BOUNDARIES -- The perimeter boundaries will be both the finished and undecorated interior surfaces of the perimeter walls of the Unit as shown on the Condominium Plot Plan, and the planes of the interior surfaces of the Unit's windows, doors, and other openings that abut the exterior of the building or Common Elements, including Limited Common Elements.

5.2. EXCLUSIVE USE -- Each Unit Owner will have the exclusive use of such owner's Unit.

5.3. OWNERSHIP -- The ownership of each Unit will carry with it, as appropriate, and whether or not separately described, all of the rights, title, and interest of a Unit Owner in the Condominium Property which will include, but not be limited to:

5.3.1. COMMON ELEMENTS AND COMMON SURPLUS -- An

undivided share of ownership of the Common Elements and Common Surplus.

5.3.2. LIMITED COMMON ELEMENTS -- Either the exclusive use or use in common with one or more other designated Units of the Limited Common Elements that may exist. Such elements include assigned parking space(s), garages, storage locker(s), screened terrace(s), open terrace(s), deck(s), private stairway(s), mechanical rooms serving only one Unit, and all items set forth in Paragraph 6 that are exterior to a Unit and are expressly required to be maintained by the Unit Owner.

5.3.3. ASSOCIATION MEMBERSHIP -- Membership in the Association and voting rights.

5.4. EASEMENTS -- The following nonexclusive Easements are created by and granted from the Developer to each Unit Owner; to the Association; Casa Bella St. Augustine Condominium Association, Inc., the Willoughby Community Association, Inc., and their employees, agents, and hired contractors; to utility companies; to Unit Owners' families in residence, Guests, and invitees; and to governmental and emergency services, as applicable.

5.4.1. EASEMENT FOR AIR SPACE -- An exclusive Easement for use of the air space occupied by the Unit as it exists at any particular time and as the Unit may be lawfully altered or reconstructed from time to time. The Easement will be terminated automatically in any air space that is vacated from time to time.

5.4.2. INGRESS AND EGRESS -- Easements over the Common Elements for ingress and egress to Units and public ways.

5.4.3. MAINTENANCE, REPAIR, AND REPLACEMENT -- Easements through the Units and Common Elements for maintenance, repair, and replacement.

5.4.4. UTILITIES -- Easements through the Common Elements and Units for conduits, ducts, plumbing, and wiring, and other facilities for the furnishing of services and utilities to other Units, the Common Elements, and other utility customers, both existing and future.

5.4.5. PUBLIC SERVICES -- Access to both the Condominium Property and the Units for lawfully performed emergency, regulatory, law enforcement, and other public services.

6. MAINTENANCE; LIMITATIONS ON ALTERATIONS AND IMPROVEMENTS -- The responsibility for protection, maintenance, repair, and replacement of the Condominium Property, and restrictions on its alteration and improvement, shall be as follows:

6.1. ASSOCIATION MAINTENANCE -- The Association is responsible for the protection, maintenance, repair, and replacement of all Common Elements and Association Property (other than the Limited Common Elements that are required elsewhere herein to be maintained by the Unit Owner). The cost is a Common Expense. The Association's responsibilities include, without limitation:

- 6.1.1. Electrical wiring up to the circuit breaker panel in each Unit.
- 6.1.2. Water pipes, up to the individual Unit cut-off valve within the Unit.
- 6.1.3. Cable television lines up to the wall outlets in the Units.
- 6.1.4. Air conditioning condensation drain lines, up to the point where they enter each Unit.
- 6.1.5. Sewer lines, up to the point where they enter the Unit.
- 6.1.6. All installations, fixtures, and equipment located within one Unit but serving another Unit, or located outside the Unit, for the furnishing of utilities to more than one Unit or the Common Elements.
- 6.1.7. The exterior surface of the main entrance doors to the Units.
- 6.1.8. All exterior building walls, including painting, waterproofing, and caulking.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing, or mechanical installations located within a Unit and serving only that Unit. All incidental damage caused to a Unit or Limited Common Elements by work performed or ordered to be performed by the Association shall be repaired promptly by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a Common Expense, except the Association shall not be responsible for the damage to any alteration or addition to the Common Elements made by a Unit Owner or his or her predecessor in title or for damage to paint, wallpaper, paneling, flooring, or carpet which, of necessity, must be cut or removed to gain access to work areas located behind it.

6.2. UNIT OWNER MAINTENANCE -- Each Unit Owner is responsible, at the owner's expense, for all maintenance, repairs, and replacements of the owner's Unit and certain Limited Common Elements. The owner's responsibilities include, without limitation:

- 6.2.1. Maintenance, repair, and replacement of screens, windows, and window glass.
- 6.2.2. The main entrance door to the Unit and its interior surfaces.
- 6.2.3. All other doors within or affording access to the Unit.
- 6.2.4. The electrical, mechanical, and plumbing lines, pipes, fixtures, switches, valves, drains, and outlets (including connections) located partially or entirely within the Unit or serving only the Unit.

6.2.5. The circuit breaker panel and all electrical wiring going into the Unit from the panel.

6.2.6. Appliances, water heaters, smoke alarms, and vent fans.

6.2.7. All air conditioning and heating equipment, thermostats, ducts, and installations serving the Unit exclusively, except as otherwise provided in Paragraph 6.4 below.

6.2.8. Carpeting and other floor coverings.

6.2.9. Door and window hardware and locks.

6.2.10. Shower pans.

6.2.11. The main water supply shut-off valve for the Unit.

6.2.12. Other facilities or fixtures that are located or contained entirely within the Unit and serve only that Unit.

6.2.13. All interior partition walls that do not form part of the boundary of the Unit.

6.3. OTHER UNIT OWNER RESPONSIBILITIES

6.3.1. BALCONIES, PATIOS, AND PORCHES -- Where a Limited Common Element consists of a balcony, patio, or porch area, the Unit Owner who has the right of exclusive use of the area shall be responsible for the day-to-day cleaning and care of the walls, floor, and ceiling bounding said area, if any; and all fixed glass and sliding glass doors in portions of the entranceway to said area, if any; and the wiring, electrical outlet(s), and fixture(s) thereon, if any, and the replacement of light bulbs. The Association is responsible for the maintenance, repair, and replacement of all exterior walls of the building and the concrete slabs. The Unit Owner shall be responsible for day-to-day cleaning and care, but all painting and maintenance of the exterior surfaces and structures of the building shall be the responsibility of the Association and shall be a Common Expense. The maintenance, repair, replacement, and insurance of such approved carpeting, covering, or enclosure shall be the responsibility of the Unit Owner.

6.3.2. INTERIOR DECORATING -- Each Unit Owner is responsible for all decorating within the owner's Unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.

6.3.3. FLOORING -- All Units above the ground floor shall always have the floors covered with wall-to-wall carpeting installed over high quality padding, except carpeting is not required in kitchens, bathrooms, or laundry rooms. An owner who desires to install in place of carpeting any hard-surface floor covering (e.g. marble, slate, ceramic tile, parquet) also shall install a sound absorbent underlayment of such kind and quality equivalent or superior to one fourth inch of

cork and perimeter sound isolation material installed in accordance with the Rules and Regulations as amended from time to time to substantially reduce the transmission of noise to adjoining Units, and must obtain written approval of the Board of Directors prior to any such installation. If the installation is made without prior approval, the Board may, in addition to exercising all the other remedies provided in this Declaration, require the unit owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface flooring at the expense of the offending Unit Owner. The structural integrity of balconies and terraces constructed of steel reinforced concrete is affected adversely by water intrusion and rusting aggravated by the water retention qualities of indoor-outdoor carpet, river rock, and unglazed ceramic tile and its grout. For this reason, no indoor-outdoor carpet or river rock may be used on balconies and terraces, and all tile and its bedding and grout must be of such materials and so applied as to be waterproof. Any flooring installed on the balconies or terraces of a Unit shall be installed so as to ensure proper drainage.

6.3.4. WINDOW COVERINGS -- The covering and appearance of the windows and doors, whether by draperies, shades, reflective film, or other items, whether installed within or outside of the unit, visible from the exterior of the Unit, shall be subject to the Rules and Regulations of the Association.

6.3.5. MODIFICATIONS AND ALTERATIONS OR NEGLIGENCE -- If a Unit Owner makes any modifications, installations, or additions to the Unit or the Common Elements or neglects to maintain, repair, and replace as required by this section 6, the Unit Owner, and the owner's successors in title, shall be financially responsible for:

6.3.5.1. Insurance, maintenance, repair, and replacement of the modifications, installations, or additions;

6.3.5.2. The costs of repairing any damage to the Common Elements or other Units resulting from the existence of such modifications, installations, or additions; and;

6.3.5.3. The costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other parts of the Condominium Property for which the Association is responsible.

6.3.6. USE OF LICENSED AND INSURED CONTRACTORS -- Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, addition, or improvement of any portion of the Unit or Common Elements, whether with or without Association approval, such owner shall be deemed to have warranted to the Association and its members that owner's contractor(s) are properly licensed and fully insured, and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

6.4. APPLIANCE MAINTENANCE CONTRACTS -- If there shall become available to the Association a program of contract maintenance for water heaters serving individual Units, and/or air conditioning compressors and/or air handlers and related equipment and fixtures serving individual Units, which the Association determines is to the benefit of the owners to

consider, then on agreement by a majority of the voting interests of the Condominium, in person or by proxy and voting at a meeting called for the purpose, or on agreement by a majority of the total voting interests of the Condominium in writing, the Association may enter into such contractual undertakings. The expenses of such contractual undertakings to the Association shall be Common Expenses. All maintenance, repairs, and replacements not covered by the contracts shall be the responsibility of the Unit Owner.

6.5. PEST CONTROL -- The Association may supply pest control services for the inside of each Unit, with the cost thereof being part of the Common Expenses. An owner has the option to decline such service unless the Association determines that service is necessary for the protection of the balance of the Condominium, in which event the owner thereof either must permit the Association's pest control company to enter the Unit or must employ a licensed pest control company to enter the owner's Unit on a regular basis to perform pest control services, and must furnish written evidence thereof to the Association. The cost of pest control provided by the Association is a Common Expense, so the election of an owner not to use the service will not reduce the owner's Assessments.

6.6. OWNER ALTERATION OF COMMON ELEMENTS RESTRICTED -- No Unit Owner may make any alterations, add to, or remove any part of the portions of the improvements that are to be maintained by the Association without the prior written approval of the Board of Directors. The Board has the authority to approve, disapprove, or require modifications to the proposed work. The Board's decision will be final. The owner must obtain all necessary approvals and permits from applicable government entities. The Association may require approval from engineers or other professionals as a prerequisite. The entire expense must be borne by the owner, including any subsequent maintenance and restoration. No owner will do any work that would jeopardize the safety or soundness of the building or impair any easements. If approved by the Board, two Units owned by the same owner that are adjacent, either horizontally or vertically, may be connected by doorways or stairways through Common Element walls or floors. Such Board-approved work is declared not to constitute material alterations or substantial additions to the Common Elements.

7. COMMON ELEMENTS

7.1. SHARE OF -- The Common Elements will be owned by the Unit Owners in undivided shares as set forth in Exhibit "F". Such undivided shares are stated as fractions and are based on the total square footage of each residential Unit in uniform relationship to the total square footage of all of the residential Units in the Condominium.

7.2. USE -- Each Unit Owner and the Association will be entitled to use the Common Elements in accordance with the purposes for which the elements are intended; however, no such use may hinder or encroach upon the lawful rights of other Unit Owners.

7.3. MATERIAL ALTERATIONS AND ADDITIONS -- Except for changes made by an owner with Association approval as provided in Paragraph 6.7. above, or by the Board of Directors alone for the integrity of the Condominium Property, material alteration of or substantial

additions to the Common Elements or to Association Property, including the purchase, acquisition, sale, conveyance, or mortgaging of such property, may be effectuated only by vote of 67% of the voting interests of the Association at a meeting called for that purpose. The Board of Directors, without any vote of the membership, is authorized to lease or grant Easements or licenses for the use of the Common Elements or Association Property to Unit Owners or other persons if, in the judgment of the Board, the use will benefit the members of the Association, even when the lease, Easement, or license would result in a material alteration or substantial addition to the Common Elements or Association Property. The Association may charge for the use.

8. FISCAL MANAGEMENT -- The fiscal management of the Condominium, including budget, fiscal year, charges, assessments, and collection of assessments, shall be as set forth herein and in the Bylaws (Exhibit "C").

9. ADMINISTRATION -- The administration of the Condominium shall be by the Board of Directors and its powers and duties shall be as set forth herein and in the Articles of Incorporation and the Bylaws.

10. INSURANCE -- In order to adequately protect the Unit Owners, the Association, and all parts of the Condominium Property and Association Property that are required to be insured by the Association, insurance shall be carried and kept in force at all times in accordance with the following provisions:

10.1. DUTY AND AUTHORITY TO OBTAIN -- The Board of Directors shall use its best efforts to obtain and maintain adequate insurance. In all insurance purchased by the Association, the name of the insured shall be the Association and the Unit Owners and their mortgagees (without naming them), as their interests shall appear, and the policy shall provide for the issuance of certificates of insurance and mortgagee endorsements to any or all of the holders of institutional first mortgages. In the event that the Master Association requests the Association to name it as an additional insured as its interests may appear, the Association shall do so.

10.2. BASIC INSURANCE -- The Board of Directors will procure insurance covering the building and improvements as well as all insurable Association property, in an amount determined annually by the Board. Pursuant to F.S. 718.111(11)(b), the word "building" does not include floor coverings, wall coverings, or ceiling coverings, nor electrical fixtures, appliances, air conditioning or heating equipment, water heaters, or built-in cabinets located within a Unit. Such insurance shall afford the following protection:

10.2.1. PROPERTY -- The policy must include extended coverage (including windstorm), and replacement cost coverage for loss or damage by fire, vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.

10.2.2. FLOOD -- The policy must include up to the replacement cost for each building and insurable improvements, as available.

10.2.3. LIABILITY -- The policy must include premises and operations

liability endorsements for bodily injury and property damage in such limits of protection and with such coverage as required by the Board of Directors of the Association, with cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner.

10.2.4. AUTOMOBILE -- The policy must include automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles used in Association business in such limits of protection and with such coverage as may be required by the Board of Directors of the Association.

10.2.5. WORKERS' COMPENSATION -- The Association shall maintain workers' compensation insurance to meet the requirements of law.

10.2.6. FIDELITY BONDING -- The Association shall obtain and maintain insurance or fidelity bonding for all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks and the President, Secretary, and Treasurer of the Association. The Association shall bear the cost of bonding.

10.2.7. DIRECTORS AND OFFICERS LIABILITY INSURANCE -- The Association shall obtain and maintain adequate Directors and officers liability insurance using the broad form of policy coverage for all Directors and officers and, if available, for committee members of the Association.

10.2.8. OPTIONAL COVERAGE -- The Association may purchase and carry such other insurance coverage as the Board of Directors may determine from time to time to be in the best interests of the Association and Unit Owners.

10.3. DESCRIPTION OF COVERAGE -- A detailed summary of the coverage included in the master policies shall be available for inspection by Unit Owners on request.

10.4. WAIVER OF SUBROGATION -- The Board of Directors shall endeavor to obtain, if available and where applicable, insurance policies which provide that the insurer waives its rights to subrogation as to any claim against Unit Owners, the Association, or their respective servants, agents, or Guests.

10.5. SHARES OF INSURANCE PROCEEDS -- All proceeds of insurance policies purchased by the Association shall be payable to the Association. The duty of the Association shall be to receive such proceeds and hold and disburse them for the purposes stated herein in the following shares:

10.5.1. COMMON ELEMENTS -- Proceeds on account of damage to Common Elements shall be held in as many undivided shares as there are Units, the shares of each Unit owner being the same as owner's share in the Common Elements.

10.5.2. UNITS -- Proceeds on account of damage to Units shall be held in as many undivided shares as there are damaged Units, the share of each owner being in proportion to the cost of restoring the damage suffered by each such Unit.

10.5.3. MORTGAGEES -- If a mortgagee endorsement has been issued as to a Unit, the shares of the mortgagee and the Unit Owner shall be as their interests may appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages that it may hold against Units except to the extent that insurance proceeds exceed the actual costs of repair or restoration of the damaged improvements, and no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty. The Association shall pay all policy deductible amounts on Association policies.

10.6. DISTRIBUTION OF INSURANCE PROCEEDS -- Proceeds of insurance policies received by the Association shall be distributed for the benefit of the Unit Owners in the following manner:

10.6.1. COST OF RECONSTRUCTION OR REPAIR -- If the damage for which the proceeds are paid is to be repaired or reconstructed by the Association, the proceeds shall first be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be retained by the Association.

10.6.2. FAILURE TO RECONSTRUCT OR REPAIR -- If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds after expenses shall be distributed to the beneficial owners. The remittances to Unit Owners and their mortgagees shall be payable jointly to them. This is a covenant for the benefit of mortgagees and may be enforced by them.

10.7. ASSOCIATION AS AGENT -- The Association is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association.

11. RECONSTRUCTION OR REPAIR AFTER CASUALTY -- If any part of the Condominium Property is damaged by casualty, whether and how it shall be reconstructed or repaired shall be determined as follows:

11.1. DAMAGE TO UNITS -- Where loss or damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, any Association insurance proceeds on account of the damage, less the deductible, shall be distributed to such contractors, suppliers, and personnel for work done, materials supplied, or services required for reconstruction or repair. Payments shall be in such amounts and at such times as the Unit Owners may direct. The owners of damaged Units shall be responsible for reconstruction and repair and shall bear the cost thereof, if any, in excess of the insurance proceeds.

11.2. DAMAGE TO COMMON ELEMENTS -- LESS THAN "VERY SUBSTANTIAL" -- Where loss or damage occurs to the Common Elements, but the loss is less than

"very substantial," as hereinafter defined, it shall be mandatory for the Association to repair, restore, or rebuild the damage caused by the loss, and the following procedures shall apply:

11.2.1. ESTIMATES -- The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of reconstruction and repair, and shall negotiate and contract for the work.

11.2.2. INSURANCE INSUFFICIENT -- If the net proceeds of insurance plus available reserves are insufficient to pay for the cost of reconstruction and repair of the Common Elements, the Association shall promptly, on determination of the deficiency, levy a special Assessment against all Unit Owners. Such special Assessments need not be approved by the Unit Owners. The special Assessments shall be added to the proceeds available for reconstruction and repair of the property.

11.2.3. "VERY SUBSTANTIAL" DAMAGE -- As used in this Declaration, the term "very substantial" damage shall mean loss or damage whereby three fourths or more of the total Units are rendered uninhabitable. Should such "very substantial" damage occur, then:

11.2.3.1. OWNERS' MEETING -- A meeting of the Association shall be called by the Board of Directors to be held within a reasonable time after the casualty. A determination by the Board of Directors as to what is a reasonable time shall be conclusive. The purpose of the meeting shall be to determine the wishes of the membership with reference to reconstruction or termination of the Condominium, subject to the following:

11.2.3.1.1. INSURANCE SUFFICIENT -- If the insurance proceeds and reserves available for reconstruction and repair are sufficient to cover the cost thereof, so that no special Assessment is required, the Condominium Property shall be reconstructed or repaired unless the then applicable zoning or other regulatory laws will not allow reconstruction of the same number and general type of Units, in which case the Condominium shall be terminated pursuant to Paragraph 16.2.

11.2.3.1.2. INSURANCE INSUFFICIENT -- If the insurance proceeds and reserves available for reconstruction and repair are not sufficient to cover the cost thereof so that a special Assessment will be required, then unless at least 67% of the voting interests of the Association vote in favor of such special Assessment and against termination of the Condominium, it shall be terminated pursuant to Paragraph 16.2. If 67% of the voting interests of the Association approve the special Assessment, the Association, through its Board, shall levy such Assessment and shall proceed to negotiate and contract for such reconstruction and repairs. The special Assessment shall be added to the proceeds of insurance and reserves available for reconstruction and repair of the property.

11.2.4. DISPUTES -- If any dispute shall arise as to whether "very substantial" damage has occurred, a determination by the Board of Directors shall be binding on all Unit Owners.

11.3. APPLICATION OF INSURANCE PROCEEDS -- It shall be presumed that

the first monies disbursed for reconstruction and repair shall be from the insurance proceeds and they shall first be applied to reconstruction of the Common Elements and Association Property and then to the Units; if there is a balance in the funds held by the Association after the payment of all costs of reconstruction and repair, such balance shall be retained by the Association. However, if special assessments were made pursuant to Paragraph 11.2.3.1.2. hereof, then all or a part of the remaining money shall be returned to the Unit Owners paying said Assessments pro rata, according to the amount each paid, up to the full amount each paid, and then to the Association.

11.4. **EQUITABLE RELIEF** -- In the event of substantial damage to the Condominium Property, and if the property is not reconstructed or repaired within a reasonable period of time, any Unit Owner may petition a court for equitable relief, which may include a termination of the Condominium and a partition. For the purposes of this provision, it shall be conclusively presumed that reconstruction or repair has occurred within a reasonable period of time if substantial work is commenced within such time following the damage or destruction as is determined by the Board of Directors to be reasonable and the work proceeds without intentional and unwarranted delay to completion.

11.5. **PLANS AND SPECIFICATIONS** -- Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings, or in lieu thereof, according to plans and specifications approved by the Board of Directors and by the owners of 67% of the voting interests of the Association and the Design Review Committee of Casa Bella St. Augustine.

12. **USE RESTRICTIONS** -- The use of the property of the Condominium shall be in accordance with the Rules and Regulations attached hereto and incorporated herein as Exhibit "D" and the following provisions:

12.1. **LAWFUL USE** -- All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies that require maintenance, modification, or repair on Condominium Property shall be the same as the responsibility for the repair and maintenance of the property as expressed earlier in this Declaration.

12.2. **RULES AND REGULATIONS** -- The Rules and Regulations attached hereto as Exhibit "D" and made a part hereof by reference concerning the use of the Condominium Property including the Units may be amended from time to time by the Board of Directors. Copies of the regulations and amendments shall be furnished by the Association to all Unit Owners. No new or amended regulation may be enforced prior to distribution to the owners. Changes in the Rules and Regulations must be recorded in the public records.

12.3. **USE AND OCCUPANCY OF THE UNITS** -- Unit use is restricted to one family and their Guests per Unit only. Occupancy by Guests in the absence of the Unit Owner is limited to two times per calendar year for maximum periods of 14 days. These use restrictions shall not be construed in such a manner as to prohibit a Unit Owner from maintaining a personal professional library, keeping personal business or professional records or accounts, or handling

personal, business, or professional telephone calls or correspondence in and from owner's Unit. Such uses are expressly declared customarily incident to the principal residential use. All Guests must be registered with the Association on arrival and unregistered Guests may be denied use of recreational facilities and amenities.

12.4. ACCESS TO UNITS -- The Association has an irrevocable right of access to the Units during reasonable hours when necessary for the purpose of maintenance, repair, and replacement of the Common Elements or of any portion of a Unit to be maintained by the Association pursuant to this Declaration or for making emergency repairs that are necessary to prevent damage to the Common Elements or to another Unit or Units. The right of access to a Unit shall be exercised after reasonable notice to the Unit Owners, unless such notice is not possible or practical under the circumstances, and with due respect for the occupants' rights to privacy and freedom from unreasonable annoyance, with reasonable precautions to protect the personal property within the Unit. The Association requires and shall retain a passkey to all Units. No Unit Owner shall install or alter any lock that prevents access while the Unit is unoccupied without providing the Association with a key.

12.5. PARKING -- Each Unit shall always have the exclusive use of two allocated parking spaces (driveway area and the garage). Allocations will be made initially by the Developer by a recorded written instrument.

12.6. GARAGES -- Garages are Limited Common Elements appurtenant to the Unit to which they are purchased and are for the exclusive use of the owners of that Unit. No garage may be assigned except as an appurtenance to a Unit. The assignment shall be made initially by the Developer and evidenced by reference to the garage in the deed to the Unit. The Developer may make the assignment for a valuable consideration. The garages shall not be used as overnight sleeping accommodations or storage facilities. The garages shall be maintained by the Association, but all expenses of maintenance shall be paid by owners of Units to which the garages are assigned. The budget shall have an additional exhibit indicating the amount each Unit Owner shall be assessed for the upkeep and maintenance of the garage, including any applicable reserves. The Association reserves the right to use the provisions of F.S. 718.116 to enforce payment of the costs by the Unit Owners entitled to use the garages. The garages that are not assigned to a Unit shall be maintained by the Association as a Common Expense.

12.7. PARKING SPACES, GARAGES, AND STORAGE LOCKERS -- EXCLUSIVE USE AND TRANSFER OF USE RIGHTS -- The exclusive right to use a Limited Common Element is an appurtenance to the Unit or Units to which it is designated or assigned. If, after all of the Units have been sold, the exclusive use of any assignable Limited Common Element was not, for any reason, assigned to the use of a specific Unit or Units by the Developer, the Association may do so. The right of exclusive use of each Limited Common Element passes with the Unit to which it is assigned, whether or not separately described, and cannot be separated from it; except that the use rights to particular parking spaces, garages, and storage lockers may be exchanged between Units, or transferred to another Unit, as follows:

12.7.1. The Unit Owners desiring to exchange such use rights shall execute a

Certificate of Transfer in recordable form, which shall include the recording data identifying this Declaration, and be executed by the owners with the formalities required for the execution of a deed.

12.7.2. The transfer of use rights shall be complete and effective when the Certificate is recorded in the Public Records of St. Johns County, Florida. The costs of preparing and recording the Certificate shall be borne by the Unit Owners desiring the exchange or transfer. A copy of the recorded Certificate shall be provided to the Association for its records.

12.8. PETS -- TENANTS AND GUESTS -- Pets shall be as allowed and regulated in the Rules and Regulations (Exhibit "D"). However, tenants and Guests shall not be permitted to have pets.

12.9. EXCLUSIVE USE -- COMMON FACILITIES -- The Association may lease to Unit Owners for appropriate temporary periods of time those portions of the Common Elements rationally appropriate and desirable for exclusive use (for example, but not by way of limitation, the pool deck, social rooms, and card rooms).

12.10. NUISANCES PROHIBITED -- No person shall engage in any practice, exhibit any behavior, nor permit any condition to exist that will constitute a nuisance or become a reasonable source of annoyance or disturbance to any occupant of the Condominium.

13. LEASE, CONVEYANCE, DISPOSITION -- The purpose and object of this paragraph is to maintain a quiet, tranquil, non-transient, and single-family oriented atmosphere with the residents living in compatible coexistence with other financially responsible persons who are of like mind and acceptable both in character and comportment. This objective is considered to be both important and justified because of the necessity of sharing facilities and because of the large personal financial investment of each owner. Therefore, the lease, conveyance, disposal, and financing of the Units by owners (subject to the exceptions provided in Paragraph 18.1) shall be subject to the following provisions:

13.1. ASSOCIATION APPROVAL REQUIRED -- Except for Developer sales only, no owner may sell, lease, give, or otherwise transfer ownership of a Unit or any interest therein in any manner without the prior written approval of the Association. The approval shall be a written instrument in recordable form (except for leases), which shall include, without limitation, the nature of the transfer (sale, lease, etc.), the parties to the transaction (sellers, purchasers, etc.), the Unit number, the name of the Condominium, and the Official Record Book (O. R. Book) and Page numbers in which this Declaration was originally recorded. For all Unit transfers of title other than from the Developer, the approval must be recorded simultaneously in the St. Johns County, Florida Public Records with the deed or other instrument transferring title to the Unit.

13.1.1. DEVISE OR INHERITANCE -- If any Unit Owner shall acquire title by devise or inheritance or in any other manner not heretofore considered, the continuance of ownership shall be subject to the approval of the Association. Such owner shall give the Association notice of the title acquisition together with such additional information concerning the Unit Owner as the Association may reasonably require, together with a copy of the instrument evidencing the

owner's title, and if such notice is not given, the Association, at any time after receiving knowledge of such transfer, may approve or disapprove the transfer of ownership.

13.1.2. LEASES -- Approvals of leases need not be recorded. Only entire Units may be leased. All leases must provide, and if they do not, shall be deemed to provide, the agreement of the lessee(s) to abide by all of the Covenants of the Condominium and Community Associations' documents and that a violation of the documents is a material breach of the lease and is grounds for damages, termination, and eviction, and that the lessee and the owner agree that the Association may proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the Association's costs and expenses, including attorneys' fees, at all trial and appellate levels. If such costs and fees are not immediately paid by the lessee(s), the Unit Owner shall pay them and such funds shall be secured as a charge. Each Unit Owner irrevocably appoints the Association as owner's agent authorized to bring actions in owner's name and at owner's expense including injunction, damages, termination, and eviction. The Rules and Regulations must be provided to the lessee(s) by or on the behalf of the Unit Owner at or before the commencement of the lease term. The minimum leasing period is 30 days and no Unit may be leased more than three times per calendar year, unless made more restrictive by the Board.

13.1.3. MULTIPLE OWNERS -- Consistent with Paragraph 13 above, de facto time sharing of Units is not permitted and approval will not be given for the sale of a Unit or an interest in a Unit to multiple persons (e.g., siblings or business associates), who may intend that they and their families would split occupancy of the Unit into different time periods during the year.

13.2. APPROVAL PROCEDURE -- The approval of the Association shall be obtained as follows:

13.2.1. WRITTEN NOTICE -- Not later than 15 days before the transfer of ownership occurs, or the first day of occupancy under a lease, legal written notice shall be given the Association by the owner of intention to sell or transfer interest in any fashion. The notice shall include the name and address of the proposed acquirer and a correct and complete copy of the proposed documents to be executed to effectuate the transaction. The Association may require such other and further information as it deems reasonably necessary and may impose a transfer fee not to exceed \$100 or as permitted by law from time to time.

13.2.2. ASSOCIATION'S OPTIONS -- The Association must, within 15 days after receipt of all the information required above, either approve the transfer, disapprove it for cause, or, except in the case of disapproval for cause, on the written demand of the owner, furnish an alternate purchaser it approves or the Association may itself elect to purchase, and the owner must sell to such alternate or to the Association on the same terms set forth in the proposal given the Association or the owner may withdraw the proposed sale. In exercising its power of disapproval the Association must act in a manner that is neither arbitrary nor unlawfully discriminatory and withhold approval only for a reason or reasons rationally related to the protection, preservation, and proper operation of the Condominium and the purposes as set forth at the beginning of this Paragraph 13. If the Association fails or refuses within the allotted time to notify the owner of either approval or disapproval in writing, or if it fails to provide an alternate purchaser or make an election to purchase

the Unit itself when required to do so, then the Association shall conclusively be presumed to have approved the transaction, and the Association shall, on demand, provide a recordable certificate of approval.

13.2.3. CLOSING DATE -- The sale shall be closed within 60 days after an alternate purchaser has been furnished or the Association has elected to purchase.

13.2.4. NOTICE OF DISAPPROVAL -- If the Association disapproves the proposed transaction (subject to the qualifications contained in Paragraph 13.2.2.), notice of disapproval shall promptly be sent in writing to the owner or interest holder, and the transaction shall not be made. Any legal action brought by the Association, Unit Owner, Director or tenant shall result in the prevailing party in such action being awarded a reasonable attorney's fee and any other costs the court deems proper.

13.3. JUDICIAL SALES -- Judicial sales are exempt from this section.

13.4. UNAPPROVED TRANSACTIONS -- Any transaction that is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

14. COMPLIANCE AND DEFAULT -- Each Unit Owner, tenant, and other invitee shall be governed by, and shall comply with, the provisions of the Condominium Act as amended from time to time, this Declaration, including its Exhibits, the Association Articles of Incorporation, and the Association Bylaws.

14.1. REMEDIES -- Failure to comply shall be grounds for relief, which relief may include, but shall not be limited to, an action to recover damages, or injunctive relief, or both. Actions may be maintained by the Association or by any Unit Owner.

14.2. COSTS AND FEES -- In any such proceeding, including appeals, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees.

14.3. OWNER INQUIRIES -- When a Unit Owner files a written inquiry by certified mail with the Board of Directors, the Board shall respond in writing to the Unit Owner within 30 days of receipt of the inquiry. The Board's response shall either (a) give a substantive response, (b) notify the inquirer that a legal opinion has been requested, or (c) notify the inquirer that advice has been requested from the Bureau of Condominiums. If advice has been requested from the Bureau of Condominiums, the Board shall provide a written substantive response to the inquirer within 10 days of receipt of the advice. If a legal opinion is requested, the Board shall provide a written substantive response to the inquirer within 60 days of receipt of the inquiry. The failure to provide a substantive response as set forth above precludes the Association from recovering attorneys' fees and costs in any subsequent litigation, administrative proceedings, or arbitration arising out of the complaint. If unresolved, a dispute, as defined in F.S. 718.1255(1), must be arbitrated in mandatory non-binding arbitration proceedings prior to commencement of litigation. The Board of Directors may adopt reasonable rules and regulations governing the frequency and manner of responding to Unit Owner inquiries, including a limit of one Unit Owner inquiry in any

30-day period.

14.4. NO WAIVER OF RIGHTS -- The failure of the Association or any owner to enforce any covenant, restriction, or other provision of the Condominium Documents shall not constitute a waiver of the right to do so thereafter as to subsequent or other instances.

15. AMENDMENTS -- Amendments to any of the Condominium Documents shall be in accordance with the following:

15.1. REQUIREMENTS -- An amendment may be proposed either by the Board of Directors or by 25% of the voting interests of the Association, and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the Bylaws, which notice includes notice of the substance of the proposed amendment. Unit Owners may vote in person or by limited proxy at a meeting, or by written instrument without a meeting. The later written approval or joinder in the minutes may not be used as a vote. Passage shall be evidenced by a certificate executed in recordable form signed by the President or Vice-President of the Association that it has been enacted by the affirmative vote of the required percentage of the voting interests and the separate written joinder of mortgagees, where required, and shall include the recording date (identifying the location of the Declaration as originally recorded) and which shall become effective when recorded in the public records.

15.2. CORRECTORY AMENDMENT -- Whenever it shall appear that there is a defect, error, or omission in any of the Condominium Documents or in order to comply with applicable laws or requirements of government entities, the amendment may be adopted by the Board of Directors alone.

15.3. REGULAR AMENDMENTS -- Amendments may be enacted by a favorable vote of the owners of 67% of the voting interests in the Association.

15.4. MERGER AMENDMENT -- In the event that this Condominium should desire to merge with one or more other Condominiums, it may do so upon the approval of such voting interest of each condominium as required by the Declaration for modifying the appurtenances to the Units or changing the proportion or percentages of ownership of the Units.

15.5. DEVELOPER AMENDMENTS -- Until relinquishment of Developer control of the Association (turnover) and except as otherwise provided by law in F.S. 718.110(2), the Developer specifically reserves the right, without the joinder of any person, to make such amendments to the Declaration and its Exhibits, or to the plan of development, as may be required by any lender or governmental authority, or as may be, in Developer's judgment, necessary or desirable.

15.6. MORTGAGEE APPROVAL -- Amendments materially affecting the rights or interests of mortgagees must have the approval of the holders of institutional first mortgages of record representing 51% of the votes of Units subject to such mortgages who have requested the Association to notify them on any proposed action specified in this paragraph. Implied approval shall be assumed when such holder fails to respond to any written request for approval within 30 days

after the mortgage holder receives proper notice of the proposal, provided the notice was delivered certified or registered mail with a "Return Receipt" requested. In the event that mortgagee consent is provided other than by properly recorded joinder, such consent shall be evidenced by affidavit of the Association and recorded in the Public Records of St. Johns County, Florida. A change to any of the following shall be considered as material:

- Any change in the proportion or percentage by which the owner of the Unit shares the Common Expenses and owns the Common Surplus
- Reallocation of interests or use rights in the Common Elements
- Redefinition of any Unit boundaries
- Convertibility of Units into Common Elements or vice versa
- Expansion or contraction of the Condominium

15.7. DEVELOPER'S RIGHTS -- No amendment to this Declaration or any of the Condominium Documents shall change the rights and privileges of the Developer without the Developer's written approval as long as the Developer holds any Units for sale in the ordinary course of business.

15.8. WRITTEN AGREEMENTS -- Any approval of Unit Owners on any matter called for by this Declaration, its Exhibits, or any statute to be taken at a meeting of Unit Owners is hereby expressly allowed to be taken instead by written agreement, without a meeting (which agreement may be in counterparts), subject to F.S. 718.112(2)(d)4 and F.S. 617.0701.

16. TERMINATION -- Except for termination in connection with a merger of this Condominium with another, as provided for in Paragraph 15.4. above, the termination of the Condominium shall be carried out in accordance with the following:

16.1. BY AGREEMENT -- The Condominium may be caused to be terminated at any time by written agreement of the owners of at least three fourths of the Units, and of the holders of institutional first mortgages as provided for in Paragraph 15.6. above.

16.2. WITHOUT AGREEMENT, ON ACCOUNT OF VERY SUBSTANTIAL DAMAGE -- If the Condominium suffers "very substantial damage" to the extent defined above in Paragraph 11.2.3., and it is not decided as therein provided that the Condominium will be reconstructed or repaired, the condominium form of ownership of the property in this Condominium will be terminated.

16.3. PROCESS OF TERMINATION -- Termination of the Condominium occurs when a Certificate of Termination meeting the requirements of this paragraph is recorded in the Public Records of St. Johns County, Florida.

16.3.1. The termination of the Condominium by either of the foregoing

methods shall be evidenced by a Certificate of Termination, executed by the President or Vice-President with the formalities of a deed, and certifying as to the facts effecting the termination. The Certificate also shall include the name and address of a Florida financial institution with trust powers or a licensed Florida attorney who is designated by the Association to act as Termination Trustee, and shall be signed by the Trustee indicating willingness to serve in that capacity.

16.3.2. The recording of that Certificate of Termination automatically divests the Association of title to all Association Property, and divests all Unit Owners of legal title to their respective Condominium Parcels, and vests legal title in the Termination Trustee named in the Certificate of Termination, to all real and personal property that was formerly the Condominium Property or Association Property, without need for further conveyance. Beneficial title to the former Condominium and Association Property shall be transferred to the former Unit Owners as tenants in common, in the same undivided shares as each owner previously owned in the Common Elements, without further conveyance. Each lien encumbering a Condominium Parcel shall be automatically transferred to the equitable interest in the former Condominium Property and Association Property attributable to the Unit encumbered by the lien, with the same priority.

16.4. WINDING UP OF ASSOCIATION AFFAIRS -- The termination of the Condominium does not, by itself, terminate the Association. The former Unit Owners and their successors and assigns shall continue to be members of the Association, and the members of the Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration, and in the Articles of Incorporation and Bylaws, to the extent necessary to, and for the sole purpose of, winding up the affairs of the Association in accordance with this paragraph.

16.5. TRUSTEE'S POWERS AND DUTIES -- The Termination Trustee shall hold legal title to the property for the benefit of the former Unit Owners and their successors, assigns, heirs, devisees, mortgagees, and other lienholders, as their interests shall appear. If the former Unit Owners approve a sale of the property as provided in this paragraph, the Termination Trustee shall have the power and authority to convey title to the purchaser, and to distribute the proceeds in accordance with the provisions of this paragraph. The Termination Trustee may charge a reasonable fee for acting in such capacity, and such fee as well as all costs and expenses incurred by the Termination Trustee in the performance of its duties, shall be paid by the Association or taken from the proceeds of the sale of the former Condominium and Association Property, and shall constitute a lien on the property superior to any other lien. The Trustee shall be entitled to indemnification by the Association from any and all liabilities and costs incurred by virtue of acting as Termination Trustee unless such liabilities are the result of gross negligence or malfeasance. The Termination Trustee may rely on the written instructions and information provided to it by the officers, Directors, and agents of the Association, and shall not be required to inquire beyond such information and instructions.

16.6. PARTITION; SALE -- Following termination, the former Condominium Property and Association Property may be partitioned and sold on the application of any Unit Owner. If following a termination, at least 75% of the voting interests agree to accept an offer for the sale of the property, the Board of Directors shall notify the Termination Trustee, and the Trustee shall complete the transaction. In that event, any action for partition of the property shall be held in

abeyance pending the sale, and on the consummation of the sale shall be discontinued by all parties thereto. If the Unit Owners have not authorized a sale of the former Condominium and Association Property within one year after the recording of the Certificate of Termination, the Trustee may proceed to sell the property without agreement by the Association or the former Unit Owners. The net proceeds of the sale of any of the property or assets of the Association shall be distributed by the Termination Trustee to the beneficial owners thereof, as their interests shall appear.

16.7. NEW CONDOMINIUM -- The termination of the Condominium does not bar creation of another condominium including all or any portion of the property.

16.8. PROVISIONS SURVIVE TERMINATION -- The provisions of this Paragraph 16 are covenants running with the land, and shall survive the termination of the Condominium until all matters covered by those provisions have been completed. The Board of Directors shall continue to function in accordance with the Bylaws and Articles of Incorporation, and shall have the power to levy assessments to pay the costs and expenses of the Trustee and of maintaining the property until it is sold. The costs of termination, the fees and expenses of the Termination Trustee, as well as post-termination costs of maintaining the former Condominium Property, are Common Expenses, the payment of which shall be secured by a lien on the beneficial interest owned by each former Unit Owner, which to the maximum extent permitted by law, shall be superior to, and take priority over, all other liens.

17. PROVISIONS PERTAINING TO THE DEVELOPER -- As long as the Developer holds any Unit for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

17.1. Assessment of the Developer as a Unit Owner for capital improvements.

17.2. Any action by the Association that would be detrimental to the sale of Units or the completion of the project by the Developer, including such use of unsold Units and Common Elements and Association Property as may facilitate completion, sale, maintenance of a sales office, showing of the property, and display of signs.

18. RIGHTS OF MORTGAGEES

18.1. PARTIAL EXCUSAL FROM PRIOR ASSESSMENTS -- A first mortgagee who acquires title to a Unit by purchase at a foreclosure sale or by deed in lieu of foreclosure is liable for the unpaid Assessments that became due prior to the mortgagee's receipt of the deed, but in no event shall the mortgagee be liable for more than six months of the Unit's unpaid Common Expenses or Assessments accrued before the acquisition of the title to the Unit by the mortgagee or 1% of the original mortgage debt, whichever amount is less. This provision shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action. Such mortgagee may obtain title, own, occupy, lease, sell, or otherwise dispose of such Unit without the approval of the Association. This paragraph shall be deemed amended so as to remain in conformity with the provisions of F.S. 718.116 as it is amended from time to time.

18.2. RIGHTS TO INFORMATION -- On receipt by the Association from any institutional mortgagee, guarantor, or insurer of a copy of the mortgage held by such mortgagee, guarantor, or insurer on a Unit, together with a written request from such mortgagee or an insurer or guarantor of such mortgagee specifying the address to which the following items are to be sent, the Association shall timely send to such mortgagee, insurer, or guarantor the following, for which the Association may charge a reasonable fee:

18.2.1. FINANCIAL STATEMENTS -- A copy of a financial statement of the Association for the immediately preceding fiscal year; and

18.2.2. INSURANCE CANCELLATION -- Written notice of the cancellation or termination by the Association of any policies of insurance covering the Condominium or Association Property or any improvements thereon, or any fidelity bonds of the Association except when the reason for the termination or cancellation of the insurance policy or bond is to change insurance companies or because the policy or bond is not needed or is not available; and

18.2.3. DAMAGE TO CONDOMINIUM -- Written notice of any damage or destruction to the improvements located on the Common Elements or Association Property that affects a material portion of the Common Elements or Association Property or the Unit securing its mortgage; and

18.2.4. EMINENT DOMAIN -- Written notice of a condemnation or eminent domain proceeding affecting a material portion of the Condominium Property or the Unit securing its mortgage; and

18.2.5. DELINQUENT ASSESSMENTS -- Written notice of failure by the owner of a Unit encumbered by a first mortgage held by such institutional mortgagee, guarantor, or insurer to pay any Assessments when such failure or delinquency has continued for a period of 60 days or longer.

18.2.6. FAILURE TO NOTIFY -- The failure of the Association to send any such notice to any such mortgagee, guarantor, or insurer shall have no effect on any meeting, action, or thing that was to have been the subject of such notice nor affect the validity thereof and shall not be the basis for liability on the part of the Association.

19. ENFORCEMENT OF ASSESSMENT LIENS -- Liens for Assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property and the Association also may bring an action to recover a money judgment. After a judgment of foreclosure has been entered, the Unit Owner during occupancy, if so ordered by the Court, shall be required to pay a reasonable rental. If the Unit is rented or leased during the pendency of a foreclosure action, the Association shall be entitled to the appointment of a receiver to collect the rent. The Association shall have all the powers provided in F.S. 718.116 and shall be entitled to collect interest at the highest lawful rate (currently 18% per annum) on unpaid Assessments and reasonable attorneys' fees, including appeals, and costs incident to the collection of such Assessment or enforcement of such lien, with or without suit.

19.1. CREATION AND ENFORCEMENT OF CHARGES -- The Association shall have a cause of action against Unit Owners to secure payment to the Association by Unit Owners of all charges, costs, and expenses to the Association that cannot be secured as Assessments, regular or special, under F.S. 718.116. The charge shall bear interest at the highest lawful rate, and shall carry with it costs and attorneys' fees, including appeals, incurred in collection.

20. ASSOCIATION AGREEMENTS -- The Association is authorized to enter into agreements to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other facilities. Such interests need not be contiguous to the lands of the Condominium if they are intended to provide enjoyment, recreation, or other use or benefit to the Unit Owners. The Association also is authorized to enter into agreements to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other facilities. Such interests need not be contiguous to the lands of the Condominium if they are intended to provide enjoyment, recreation, or other use or benefit to the Unit Owners.

21. COMMON EXPENSES AND COMMON SURPLUS -- Each Unit's share shall be that share of the whole set forth in Exhibit "F".

22. CONDEMNATION:

22.1. DEPOSIT OF AWARDS WITH ASSOCIATION -- The taking of all or any part of the Condominium Property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association; and if any fail to do so, a special charge shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against any sums payable to that owner.

22.2. DETERMINATION WHETHER TO CONTINUE CONDOMINIUM -- Whether the Condominium will be continued after condemnation will be determined in the manner provided in Paragraph 11 above for determining whether damaged property will be reconstructed and repaired after a casualty.

22.3. DISBURSEMENT OF FUNDS -- If the Condominium is terminated after condemnation, the proceeds of all awards and special Assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the owners of condemned Units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special charges shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

22.4. ASSOCIATION AS AGENT -- The Association is hereby irrevocably appointed as each Unit Owner's attorney-in-fact for purposes of negotiating or litigating with the

condemning authority for the purpose of realizing just compensation for the taking.

22.5. UNITS REDUCED BUT TENANTABLE -- If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenantable, the awards for the taking of a portion of that Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

22.5.1. RESTORATION OF UNIT -- The Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the owner of the Unit;

22.5.2. DISTRIBUTION OF SURPLUS -- The balance of the award, if any, shall be distributed to the owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the owner and mortgagees.

22.6. UNIT MADE UNTENANTABLE -- If the taking is of any entire Unit or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

22.6.1. PAYMENT OF AWARD -- The fair market value of the Unit immediately prior to the taking, as determined by agreement between the Unit Owner and the Association or by arbitration in accordance with Paragraph 22.6.4., shall be paid to the owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the owner and the mortgagee(s);

22.6.2. ADDITION TO COMMON ELEMENTS -- If possible and practical, the remaining portion of the Unit shall become a part of the Common Elements and shall be placed in condition for use by all Unit Owners in the manner approved by the Board of Directors;

22.6.3. ADJUSTMENT OF SHARES IN COMMON ELEMENTS -- The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by restating the shares of continuing Unit Owners in the Common Elements as percentages of the total remaining square footage of Units calculated as provided in Exhibit "F" to this Declaration;

22.6.4. ARBITRATION -- If the fair market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and the Association within 30 days after notice by either party, the value shall be determined by appraisal in accordance with the following. The Unit Owner, the first mortgagee, if any, and the Association shall each appoint one M.A.I. appraiser, who shall appraise the unit and shall determine the fair market value by computing the arithmetic average of their appraisals of the Unit. A judgment of specific performance on the value arrived at by the appraisers may be entered in any court of competent jurisdiction. The cost of appraisals shall be paid by the party selecting the appraiser.

22.7. TAKING OF COMMON ELEMENTS -- Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation. If a Unit is mortgaged, the remittance shall be paid jointly to the owner and mortgagee(s) of the Unit.

22.8. AMENDMENT OF DECLARATION -- Changes in the Units, in the Common Elements, and in the ownership of the Common Elements that are necessitated by condemnation shall be evidenced by an amendment of the Declaration of Condominium as ordered by a court or approved by a majority of Unit Owners (voting interests) of this Condominium, without the consent of any mortgagee being required for any such amendment.

23. VOTING -- Each Unit shall have one full indivisible vote in all matters.

24. FUTURE DEVELOPMENT EASEMENTS -- Developer, for itself and its successors and assigns, reserves easements over the Condominium Property as necessary to complete future development, if any, including construction access and utilities.

25. CROSS-USE EASEMENTS -- Developer for itself and its successors and assigns reserves a perpetual nonexclusive ingress and egress easement in favor of Casa Bella St. Augustine for the maintenance of all Condominium Property, including, without limitation, portions of a common entrance, driveway, parking, and landscaped grounds that are on Condominium Property.

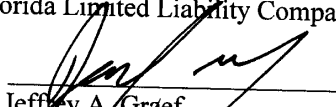
26. COMMUNITY ASSOCIATION MEMBERSHIP AND OBLIGATIONS -- Casa Bella St. Augustine exists within the Shores of St Augustine, which is administered by the St. Augustine Shores Service Corporation, Inc., pursuant to a set of recorded covenants and restrictions. Consequently, Casa Bella St. Augustine owners are members of, subject to, and are required to pay Assessments to the following organizations:

26.1. ST. AUGUSTINE SHORES SERVICE CORPORATION, INC. -- This is the Master Community Association for the whole development in which the Unit Owners are obligated to share costs. The Declaration of Covenants, Conditions and Restrictions are dated February 11, 1980, and are recorded in O. R. Book 443 at Page 643 of the St. Johns County, Florida Public Records.


27. SEVERABILITY AND NONWAIVER -- If any provision of this Declaration or its Exhibits as now constituted or as later amended or any paragraph, sentence, clause, phrase, or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder and of the application of any such provision, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby. The failure of the Association in any instance to enforce any covenant or provision of this Declaration or any of the Condominium Documents shall not constitute a waiver of its right to do so thereafter in other instances.

THIS DECLARATION OF CONDOMINIUM and Exhibits hereto made and entered into this 1 day of May, 2006.

CASA BELLA PARTNERS, LLC,
a Florida Limited Liability Company, Developer

BY: 
Jeffrey A. Graef
Managing Member

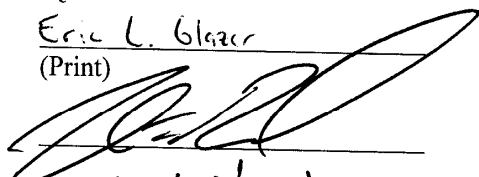
WITNESSES:



Eric L. Glazer
(Print)

2300 Corporate Blvd. NW #202

Boca Raton, FL 33431
Address



Michael Nawosky
(Print)

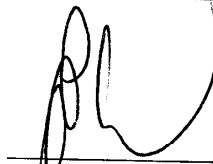
19091 Fox Landing Dr. Boca Raton FL
33434
Address

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 1 day of May, 2006, by Jeffrey A. Graef, as President of CASA BELLA ST. AUGUSTINE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of said corporation. He is personally known to me or has produced a Florida driver's license as identification.

Sworn to before me on May 1, 2006.



Eric L. Glazer
STATE OF FLORIDA AT LARGE
Commission #DD148320
My Commission Expires: November 7, 2006.

EXHIBIT A



FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

September 20, 2004

LAW OFFICES ERIC L. GLAZER, P.A.
2300 CORPORATE BLVD NW SUITE 232
BOCA RATON, FL 33431

The Articles of Incorporation for CASA BELLA ST. AUGUSTINE CONDOMINIUM ASSOCIATION, INC. were filed on September 20, 2004 and assigned document number N04000008962. Please refer to this number whenever corresponding with this office regarding the above corporation. The certification you requested is enclosed.

PLEASE NOTE: Compliance with the following procedures is essential to maintaining your corporate status. Failure to do so may result in dissolution of your corporation.

A corporation annual report must be filed with this office between January 1 and May 1 of each year beginning with the calendar year following the year of the filing/effective date noted above and each year thereafter. Failure to file the annual report on time may result in administrative dissolution of your corporation.

A federal employer identification (FEI) number must be shown on the annual report form prior to its filing with this office. Contact the Internal Revenue Service to insure that you receive the FEI number in time to file the annual report. To obtain a FEI number, contact the IRS at 1-800-829-3676 and request form SS-4.

Should your corporate mailing address change, you must notify this office in writing, to insure important mailings such as the annual report notices reach you.

Should you have any questions regarding corporations, please contact this office at the address given below.

Justin M Shivers, Document Specialist
New Filings Section

Letter Number: 704A00055357

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of CASA BELLA ST. AUGUSTINE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on September 20, 2004, as shown by the records of this office.

The document number of this corporation is N04000008962.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twentieth day of September, 2004



CR2EO22 (2-03)

Glenda E. Hood
Glenda E. Hood
Secretary of State

ARTICLES OF INCORPORATION
OF
Casa Bella St. Augustine
Condominium Association, Inc.

Pursuant to Section 617.1007, Florida Statutes, the Articles of Incorporation of Casa Bella St. Augustine Condominium Association, Inc., a Florida not-for-profit corporation. The Articles of Incorporation of Casa Bella St. Augustine Condominium Association, Inc. shall henceforth be as follows:

ARTICLE I

NAME: The name of the corporation, herein called the "Association", is Casa Bella St. Augustine Condominium Association, Inc., and its address is 2300 Corporate Blvd. NW, Suite 232, Boca Raton, FL 33431.

ARTICLE II

PURPOSE AND POWERS: The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the operation of the Casa Bella St. Augustine, a Condominium, located in St. Johns County, Florida.

The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, Director or officer. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida, except as limited or modified by these Articles, the Declaration of Condominium, the Bylaws or the Florida Condominium Act; and it shall have all of the powers and duties reasonably necessary to operate the Condominium pursuant to said Declaration as it may hereafter be amended, including but not limited to the following:

- (A) To make and collect assessments against members of the Association to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties.
- (B) To protect, maintain, repair, replace and operate the condominium property.
- (C) To purchase insurance upon the condominium property and Association property for the protection of the Association and its members.
- (D) To reconstruct improvements after casualty and to make further improvements of the condominium property.
- (E) To make, amend and enforce reasonable rules and regulations governing the use of the common elements, and the operation of the Association.
- (F) To approve or disapprove the transfer, leasing and occupancy of units, as provided in the Declaration of Condominium.
- (G) To enforce the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws and any Rules and Regulations of the Association.
- (H) To contract for the management and maintenance of the condominium and the condominium property, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration of Condominium to be exercised by the Board of Directors or the membership of the Association.
- (I) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium.

- (J) To enter into agreements, or acquire leaseholds, memberships, and other possessory, ownership or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities. It has this power whether or not the lands or facilities are contiguous to the lands of the Condominium, if they are intended to provide enjoyment, recreation, or other use or benefit to the unit owners.
- (K) To borrow money if necessary to perform its other functions hereunder.

All funds and the title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

ARTICLE III

MEMBERSHIP:

- (A) The members of the Association shall be the record owners of a fee simple interest in one or more units in the Condominium, as further provided in the Bylaws.
- (B) The share of a member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his unit.
- (C) The owners of each unit, collectively, shall be entitled to one vote in Association matters. The manner of exercising voting rights shall be as set forth in the Bylaws.

ARTICLE IV

TERM: The term of the Association shall be perpetual.

ARTICLE V

BYLAWS: The Bylaws of the Association may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VI

DIRECTORS AND OFFICERS:

- (A) The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but in no case, less than three.
- (B) The initial Directors shall be:
 - Louis S. Beck, 2300 Corporate Blvd. NW, #232, Boca Raton, FL 33431
 - Jeffrey A. Graef, 2300 Corporate Blvd. NW, #232, Boca Raton, FL 33431
 - Richard A. Shassian, 228 S. Hughey Ave., Orlando, FL 32801
- (C) Directors of the Association shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.
- (D) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board.

ARTICLE VII

AMENDMENTS: Amendments to these Articles shall be proposed and adopted in the following manner:

- (A) Proposal. Amendments to these Articles may be proposed by a majority of the Board or by written petition, signed by at least twenty-five percent (25%) of the voting interests.
- (B) Procedure. Upon any amendment to these Articles being proposed by said Board or unit owners, such proposed amendment shall be submitted to a vote of the owners not later than the next annual meeting for which proper notice can be given.
- (C) Vote Required. Except as otherwise provided for by Florida law, these Articles of Incorporation may be amended by vote of at least sixty-seven percent (67%) of the voting interests at any annual or special meeting, provided that notice of any proposed amendment has been given to the members of the Association, and that the notice contains a copy of the proposed amendment.
- (D) Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of St. Johns County, Florida.

ARTICLE VIII

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorney's fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

- (A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.
- (B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.
- (C) A transaction from which the Director or officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

ARTICLE IX.
INCORPORATOR'S NAME AND STREET ADDRESS

The name and the street address of the incorporator is as follows:

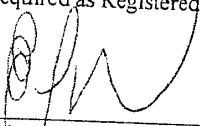
Eric L. Glazer, Esq.
2300 Corporate Blvd. NW, Suite 232
Boca Raton, FL 33431

ARTICLE X.
INITIAL REGISTERED AGENT AND STREET ADDRESS

The name of the initial registered agent of the corporation at its initial registered office, and the street address of its initial registered office, is as follows:

Eric L. Glazer, Esq.
2300 Corporate Blvd. NW, Suite 232
Boca Raton, FL 33431

The undersigned incorporator has executed these Articles of Incorporation and acknowledges and accepts all duties required as Registered Agent this 17 day of September 2004.



Eric L. Glazer

04 SEP 2010 10:12:55

EXHIBIT B

CASA BELLA de ST. AUGUSTINE
A CONDOMINIUM
ST. JOHNS COUNTY, FLORIDA

LEGAL DESCRIPTION:

TRACTS "A", "B" AND "E", REPLAT OF ST. AUGUSTINE SHORES, UNIT TWO, AS RECORDED IN MAP BOOK 13, PAGES 121 THROUGH 131, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

SURVEYOR'S NOTE:

- 1) THIS LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS:
 - A) PROVIDED IN ITS ENTIRETY CONSISTING OF 6 SHEETS, WITH SHEETS 4 THROUGH 6 BEING THE SKETCH OF DESCRIPTION.
 - B) REPRODUCTIONS OF THE DESCRIPTION AND SKETCH ARE SIGNED AND SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

SURVEYOR'S CERTIFICATION:

(NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER)

I HEREBY CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION OF THE PROPERTY SHOWN AND DESCRIBED HEREON WAS COMPLETED UNDER MY DIRECTION AND SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYORS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES. THE SKETCH AND DESCRIPTION IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE.

5/2/06
DATE OF SIGNATURE

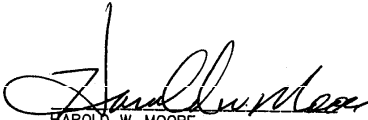
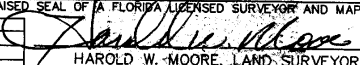
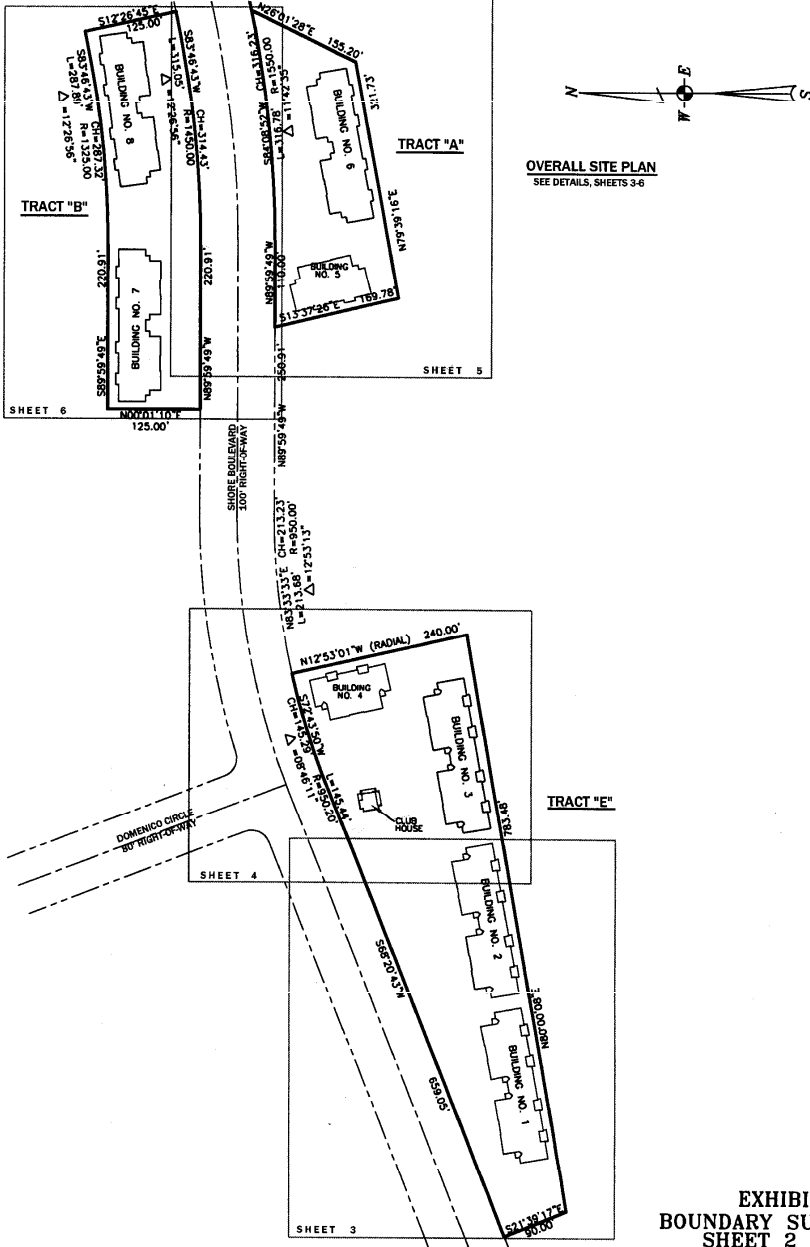

HAROLD W. MOORE
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4253

EXHIBIT "A"
BOUNDARY SURVEY
SHEET 1 OF 6

STANDARD NOTES:							
NOTE: BEARING STRUCTURE BASED ON THE _____ PLAT _____ BEARING OF _____ N80°00'08"E ALONG THE _____ SOUTH LINE OF TRACT E _____							
BY GRAPHIC PLOTTING ONLY THE CAPTIONED LANDS LIE WITHIN FLOOD ZONE " <u>X</u> " AS SHOWN ON THE NATIONAL FLOOD INSURANCE MAP DATED 9-2-04 FOR ST. JOHNS COUNTY, COMMUNITY NO. <u>125147</u> , PANEL NO. <u>12109C-0391H</u>							
MOORE SURVEYING & DESIGN, INC. SURVEYING BUSINESS NUMBER 6794 ~ ENGINEERING BUSINESS NUMBER 9959 5268 HIGHWAY AVENUE, JACKSONVILLE, FLORIDA 32254 (904) 384-7855 FAX 384-4665	SURVEYING AND MAPPING * GPS SERVICES CIVIL ENGINEERING DESIGN CONSTRUCTION LAYOUT * AS BUILTS						
CERTIFICATION: I HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF FLORIDA, THAT THE INFORMATION SHOWN HEREON WAS COMPILED UNDER MY RESPONSIBLE CHARGE, AND, IN MY OPINION, AND TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE INFORMATION SHOWN HEREON IS IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. DATE OF FIELD SURVEY: <u>11/16/05</u>							
THIS DRAWING NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.							
WO # <u>2216.04</u> F.B. <u>N/A</u> PG. <u>N/A</u> FILE # <u>179/A-5</u> SCALE: 1" = <u>N/A</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">REVISION</td> <td style="width: 10%;">DATE</td> <td style="width: 80%;">DESCRIPTION</td> </tr> <tr> <td>1</td> <td>4/28/06</td> <td>REVISE SCALE AND SIZE OF ALL SHEETS</td> </tr> </table> <p style="text-align: right;">  HAROLD W. MOORE, LAND SURVEYOR FLORIDA REGISTRATION NUMBER 4253 </p>	REVISION	DATE	DESCRIPTION	1	4/28/06	REVISE SCALE AND SIZE OF ALL SHEETS
REVISION	DATE	DESCRIPTION					
1	4/28/06	REVISE SCALE AND SIZE OF ALL SHEETS					

MAP SHOWING BOUNDARY SURVEY OF:

TRACTS "A", "B" AND "E", REPLAT OF ST. AUGUSTINE SHORES, UNIT TWO, AS RECORDED IN MAP BOOK 13, PAGES 121 THROUGH 131, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.



STANDARD NOTES:

NOTE: BEARING STRUCTURE BASED ON THE _____ PLAT _____ BEARING OF _____ N80°00'08"E ALONG THE _____ SOUTH LINE OF TRACT E

BY GRAPHIC PLOTTING ONLY THE CAPTIONED LANDS LIE WITHIN FLOOD ZONE " _____ X _____ " AS SHOWN ON THE NATIONAL FLOOD INSURANCE MAP DATED 9-2-04 FOR ST. JOHNS COUNTY, COMMUNITY NO. 125147 _____ PANEL NO. 12109C-0391H _____

MOORE SURVEYING & DESIGN, INC.
 SURVEYING BUSINESS NUMBER 6794 ~ ENGINEERING BUSINESS NUMBER 9959
 5268 HIGHWAY AVENUE, JACKSONVILLE, FLORIDA 32254
 (904) 384-7855 FAX 384-4665

SURVEYING AND MAPPING GPS SERVICES
CIVIL ENGINEERING DESIGN
CONSTRUCTION LAYOUT AS BUILT

CERTIFICATION: I HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF FLORIDA, THAT THE INFORMATION SHOWN HEREON WAS COMPILED UNDER MY RESPONSIBLE CHARGE, AND, IN MY OPINION, AND TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE INFORMATION SHOWN HEREON IS IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 61G 17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE OF FIELD SURVEY: 11/16/05

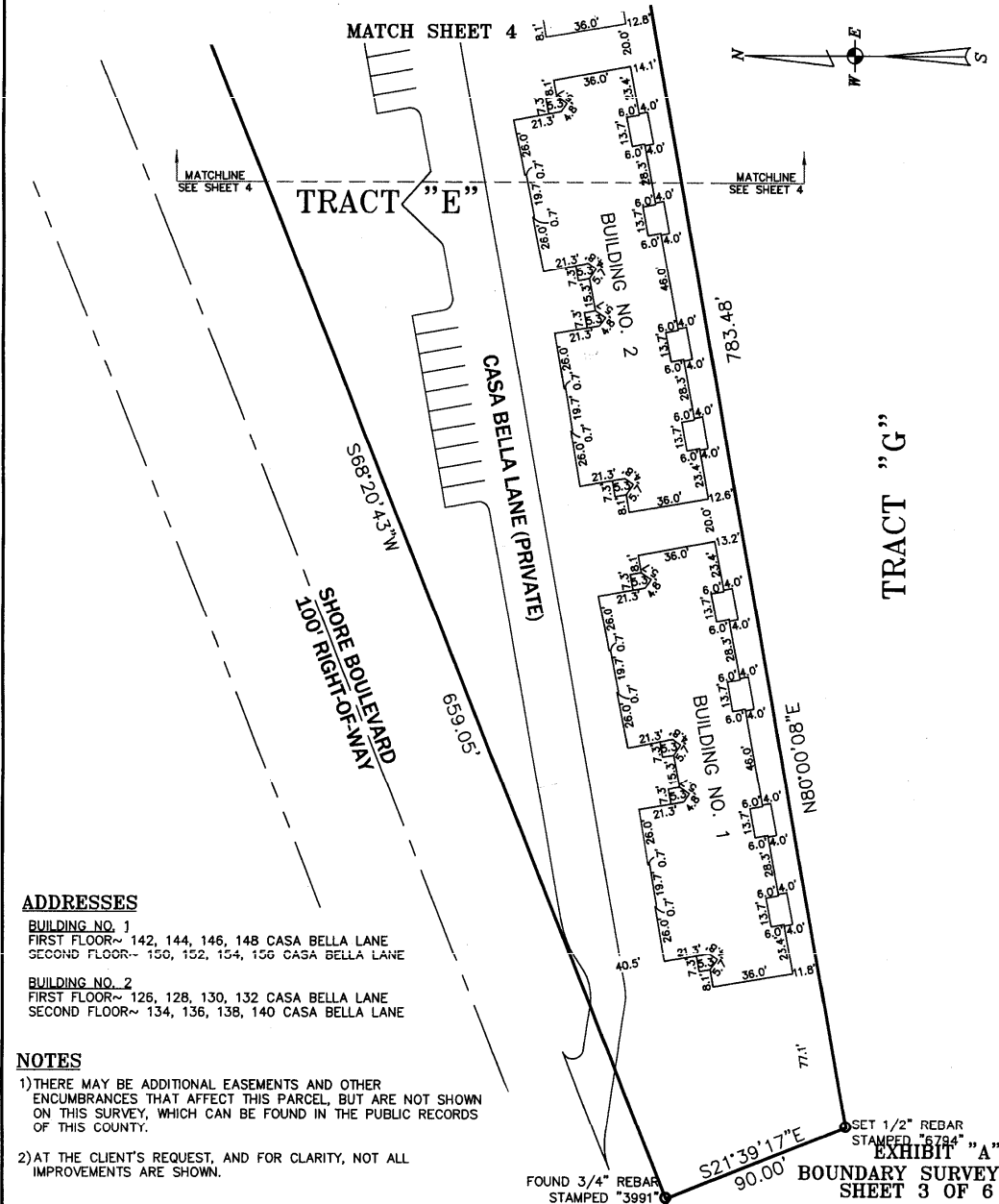
WO # 2216.04 _____ THIS DRAWING NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

F.B. N/A PG. N/A
 FILE # 179/A-5
 SCALE: 1" = 200'

REVISION	DATE	DESCRIPTION
1	4/28/06	REVISE SCALE AND SIZE OF ALL SHEETS

Harold W. Moore
 HAROLD W. MOORE, LAND SURVEYOR
 FLORIDA REGISTRATION NUMBER 4253

MAP SHOWING BOUNDARY SURVEY OF:
 TRACT "E", REPLAT OF ST. AUGUSTINE SHORES, UNIT TWO, AS RECORDED IN MAP BOOK 13, PAGES 121 THROUGH 131, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.



ADDRESSES

BUILDING NO. 1
 FIRST FLOOR~ 142, 144, 146, 148 CASA BELLA LANE
 SECOND FLOOR~ 150, 152, 154, 156 CASA BELLA LANE

BUILDING NO. 2
 FIRST FLOOR~ 126, 128, 130, 132 CASA BELLA LANE
 SECOND FLOOR~ 134, 136, 138, 140 CASA BELLA LANE

NOTES

- 1) THERE MAY BE ADDITIONAL EASEMENTS AND OTHER ENCUMBRANCES THAT AFFECT THIS PARCEL, BUT ARE NOT SHOWN ON THIS SURVEY, WHICH CAN BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- 2) AT THE CLIENT'S REQUEST, AND FOR CLARITY, NOT ALL IMPROVEMENTS ARE SHOWN.

STANDARD NOTES:

NOTE: BEARING STRUCTURE BASED ON THE _____ PLAT _____ BEARING OF _____ N80°00'08"E ALONG THE _____ SOUTH LINE OF TRACT E

BY GRAPHIC PLOTTING ONLY THE CAPTIONED LANDS LIE WITHIN FLOOD ZONE " X " AS SHOWN ON THE NATIONAL FLOOD INSURANCE MAP DATED 9-2-04 FOR ST. JOHNS COUNTY, COMMUNITY NO. 125147, PANEL NO. 12109C-0391H

MOORE SURVEYING & DESIGN, INC.
 SURVEYING BUSINESS NUMBER 6794 ~ ENGINEERING BUSINESS NUMBER 9959
 5268 HIGHWAY AVENUE, JACKSONVILLE, FLORIDA 32254
 (904) 384-7855 FAX 384-4665

SURVEYING AND MAPPING * GPS SERVICES
CIVIL ENGINEERING DESIGN
CONSTRUCTION LAYOUT * AS BUILTS

CERTIFICATION: I HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF FLORIDA, THAT THE INFORMATION SHOWN HEREON WAS COMPILED UNDER MY RESPONSIBLE CHARGE, AND, IN MY OPINION, AND TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE INFORMATION SHOWN HEREON IS IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, IN CHAPTER 61G 17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE OF FIELD SURVEY: 11/16/05

WO # 2216.04

THIS DRAWING NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

F.B. N/A PG. N/A

FILE # 179/A-5

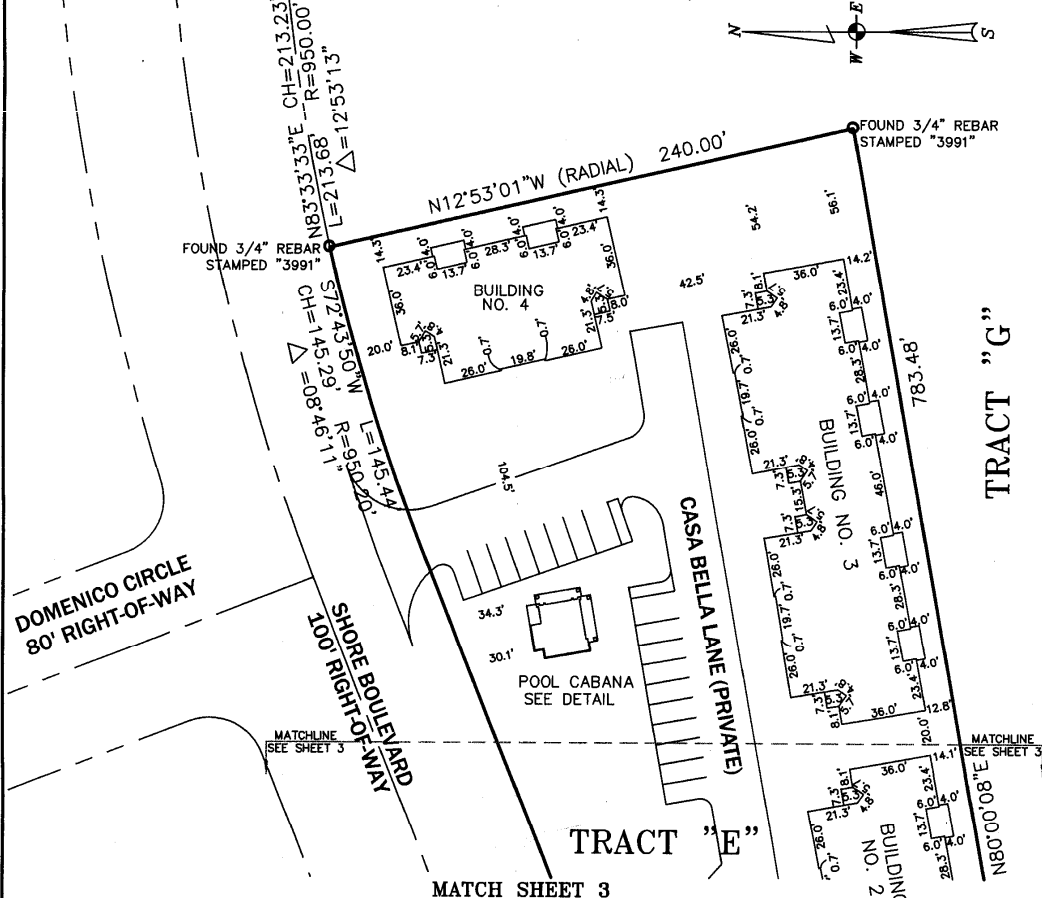
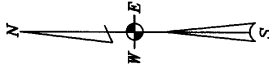
SCALE: 1" = 60'

REVISION	DATE	REVISION AND SIZE OF ALL SHEETS	DESCRIPTION
1	4/28/06	REVISE SCALE AND SIZE OF ALL SHEETS	

Harold W. Moore
 HAROLD W. MOORE, LAND SURVEYOR
 FLORIDA REGISTRATION NUMBER 4253

MAP SHOWING BOUNDARY SURVEY OF:

TRACT "E", REPLAT OF ST. AUGUSTINE SHORES, UNIT TWO, AS RECORDED IN MAP BOOK 13, PAGES 121 THROUGH 131, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.



TRACT "G"

MATCH SHEET 3

ADDRESSES

BUILDING NO. 3
 FIRST FLOOR ~ 110, 112, 114, 116 CASA BELLA LANE
 SECOND FLOOR ~ 118, 120, 122, 124 CASA BELLA LANE

BUILDING NO. 4
 FIRST FLOOR ~ 100, 102 CASA BELLA LANE
 SECOND FLOOR ~ 106, 108 CASA BELLA LANE

POOL CABANA
 101 CASA BELLA LANE

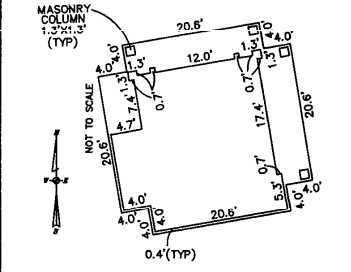
NOTES

1) THERE MAY BE ADDITIONAL EASEMENTS AND OTHER ENCUMBRANCES THAT AFFECT THIS PARCEL, BUT ARE NOT SHOWN ON THIS SURVEY, WHICH CAN BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

2) AT THE CLIENT'S REQUEST, AND FOR CLARITY, NOT ALL IMPROVEMENTS ARE SHOWN.

EXHIBIT "A"
BOUNDARY SURVEY
SHEET 4 OF 6

POOL CABANA DETAIL



STANDARD NOTES:

NOTE: BEARING STRUCTURE BASED ON THE _____ PLAT _____ BEARING OF _____ N80°00'08"E ALONG THE _____ SOUTH LINE OF TRACT E

BY GRAPHIC PLOTTING ONLY THE CAPTIONED LANDS LIE WITHIN FLOOD ZONE " _____ X _____ " AS SHOWN ON THE NATIONAL FLOOD INSURANCE MAP DATED 9-2-04 FOR ST. JOHNS COUNTY, COMMUNITY NO. 125147, PANEL NO. 12109C-0391H

MOORE SURVEYING & DESIGN, INC.
 SURVEYING BUSINESS NUMBER 6794 ~ ENGINEERING BUSINESS NUMBER 9959
 5268 HIGHWAY AVENUE, JACKSONVILLE, FLORIDA 32254
 (904) 384-7855 FAX 384-4665

SURVEYING AND MAPPING • GPS SERVICES
CIVIL ENGINEERING DESIGN
CONSTRUCTION LAYOUT • AS BUILT

CERTIFICATION: I HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF FLORIDA, THAT THE INFORMATION SHOWN HEREON WAS COMPILED UNDER MY RESPONSIBLE CHARGE, AND, IN MY OPINION, AND TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE INFORMATION SHOWN HEREON IS IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 610 17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE OF FIELD SURVEY: 11/16/05

WO # 2216.04

THIS DRAWING NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

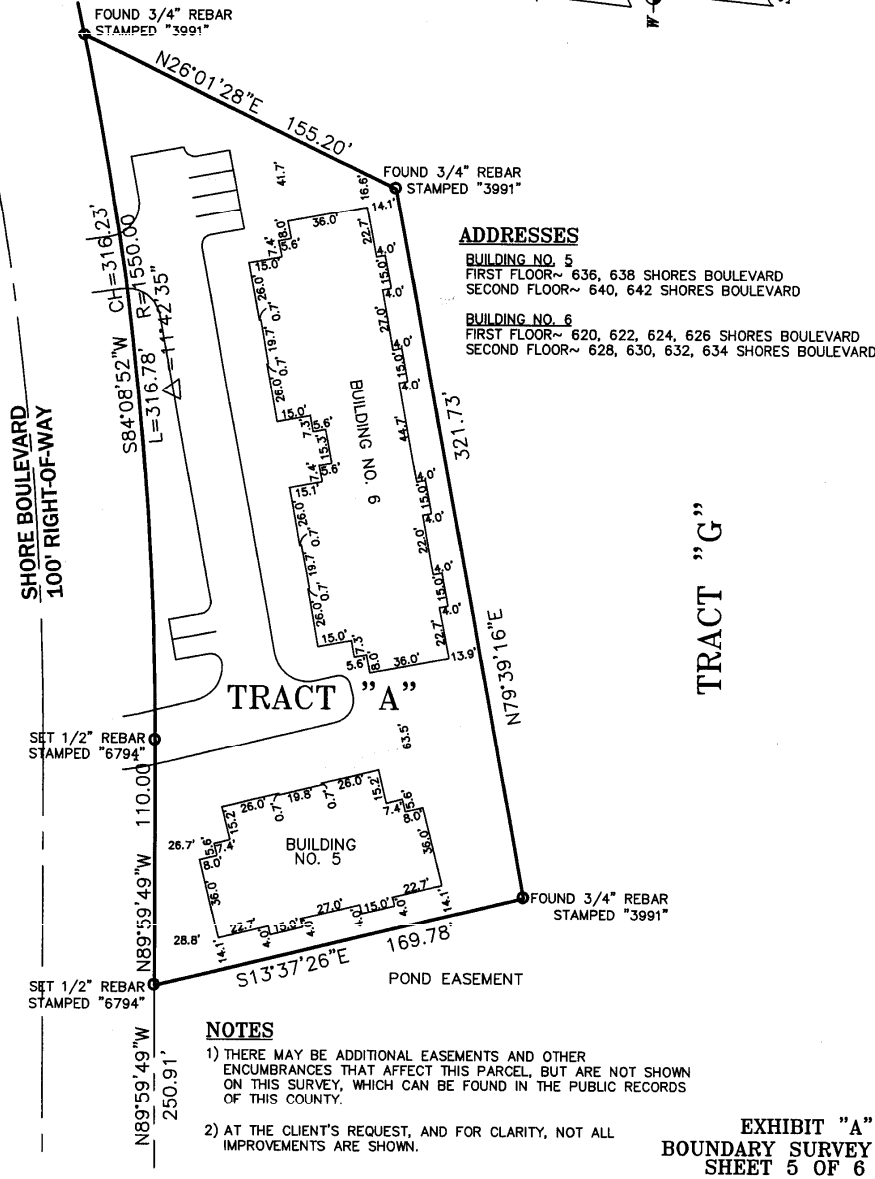
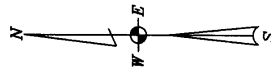
F.B. N/A PG. N/A
 FILE # 179/A-5

REVISION	DATE	DESCRIPTION
1	4/28/06	REVISE SCALE AND SIZE OF ALL SHEETS

Harold W. Moore
 HAROLD W. MOORE, LAND SURVEYOR
 FLORIDA REGISTRATION NUMBER 4253

SCALE: 1" = 60'

MAP SHOWING BOUNDARY SURVEY OF:
 TRACT "A", REPLAT OF ST. AUGUSTINE SHORES, UNIT TWO, AS RECORDED IN MAP BOOK 13, PAGES 121 THROUGH 131, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.



ADDRESSES

BUILDING NO. 5
 FIRST FLOOR~ 636, 638 SHORES BOULEVARD
 SECOND FLOOR~ 640, 642 SHORES BOULEVARD

BUILDING NO. 6
 FIRST FLOOR~ 620, 622, 624, 626 SHORES BOULEVARD
 SECOND FLOOR~ 628, 630, 632, 634 SHORES BOULEVARD

NOTES

- 1) THERE MAY BE ADDITIONAL EASEMENTS AND OTHER ENCUMBRANCES THAT AFFECT THIS PARCEL, BUT ARE NOT SHOWN ON THIS SURVEY, WHICH CAN BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- 2) AT THE CLIENT'S REQUEST, AND FOR CLARITY, NOT ALL IMPROVEMENTS ARE SHOWN.

EXHIBIT "A"
BOUNDARY SURVEY
SHEET 5 OF 6

STANDARD NOTES:

NOTE: BEARING STRUCTURE BASED ON THE _____ PLAT _____ BEARING OF _____ N80°00'08"E ALONG THE _____ SOUTH LINE OF TRACT E

BY GRAPHIC PLOTTING ONLY THE CAPTIONED LANDS LIE WITHIN FLOOD ZONE "X" AS SHOWN ON THE NATIONAL FLOOD INSURANCE MAP DATED 9-2-04 FOR ST. JOHNS COUNTY, COMMUNITY NO. 125147, PANEL NO. 12109C-0391H

MOORE SURVEYING & DESIGN, INC.
 SURVEYING BUSINESS NUMBER 6794 ~ ENGINEERING BUSINESS NUMBER 9959
 5268 HIGHWAY AVENUE, JACKSONVILLE, FLORIDA 32254
 (904) 384-7855 FAX 384-4665

SURVEYING AND MAPPING * GPS SERVICES
CIVIL ENGINEERING DESIGN
CONSTRUCTION LAYOUT * AS BUILTS

CERTIFICATION: I HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF FLORIDA, THAT THE INFORMATION SHOWN HEREON WAS COMPILED UNDER MY RESPONSIBLE CHARGE, AND, IN MY OPINION, AND TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE INFORMATION SHOWN HEREON IS IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 61G 17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE OF FIELD SURVEY: 11/16/06

WO # 2216.04

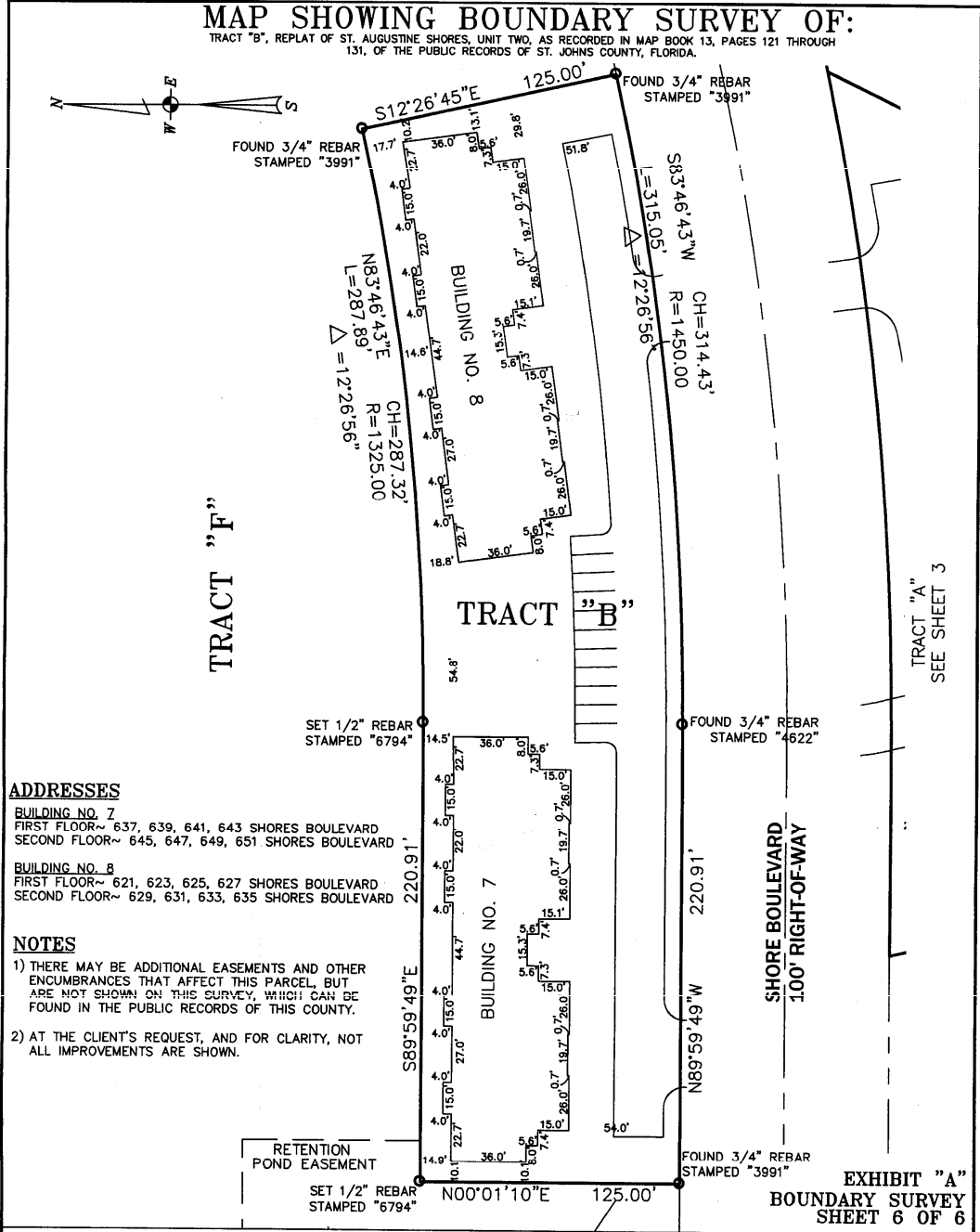
THIS DRAWING NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

F.B. N/A PG. N/A
 FILE # 179/A-5
 SCALE: 1"= 60'

REVISION	DATE	DESCRIPTION
1	4/28/06	REVISE SCALE AND SIZE OF ALL SHEETS

Harold W. Moore
 HAROLD W. MOORE, LAND SURVEYOR
 FLORIDA REGISTRATION NUMBER 4253

MAP SHOWING BOUNDARY SURVEY OF: TRACT "B", REPLAT OF ST. AUGUSTINE SHORES, UNIT TWO, AS RECORDED IN MAP BOOK 13, PAGES 121 THROUGH 131, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.



ADDRESSES

BUILDING NO. 7
FIRST FLOOR~ 637, 639, 641, 643 SHORES BOULEVARD
SECOND FLOOR~ 645, 647, 649, 651 SHORES BOULEVARD

BUILDING NO. 8
FIRST FLOOR~ 621, 623, 625, 627 SHORES BOULEVARD
SECOND FLOOR~ 629, 631, 633, 635 SHORES BOULEVARD

NOTES

- 1) THERE MAY BE ADDITIONAL EASEMENTS AND OTHER ENCUMBRANCES THAT AFFECT THIS PARCEL, BUT ARE NOT SHOWN ON THIS SURVEY, WHICH CAN BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- 2) AT THE CLIENT'S REQUEST, AND FOR CLARITY, NOT ALL IMPROVEMENTS ARE SHOWN.

EXHIBIT "A" BOUNDARY SURVEY SHEET 6 OF 6

STANDARD NOTES:
NOTE: BEARING STRUCTURE BASED ON THE _____ PLAT _____ BEARING OF _____ N80°00'08"E
ALONG THE _____ SOUTH LINE OF TRACT E _____

BY GRAPHIC PLOTTING ONLY THE CAPTIONED LANDS LIE WITHIN FLOOD ZONE " X " AS SHOWN ON THE NATIONAL FLOOD INSURANCE MAP DATED 9-2-04 FOR ST. JOHNS COUNTY, COMMUNITY NO. 125147 PANEL NO. 12109C-0391H

MOORE SURVEYING & DESIGN, INC. SURVEYING BUSINESS NUMBER 6794 ~ ENGINEERING BUSINESS NUMBER 9959 5266 HIGHWAY AVENUE, JACKSONVILLE, FLORIDA 32254 (904) 384-7855 FAX 384-4665	SURVEYING AND MAPPING * GPS SERVICES CIVIL ENGINEERING DESIGN CONSTRUCTION LAYOUT * AS BUILTS
---	--

CERTIFICATION: I HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF FLORIDA, THAT THE INFORMATION SHOWN HEREON WAS COMPILED UNDER MY RESPONSIBLE CHARGE, AND, IN MY OPINION, AND TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE INFORMATION SHOWN HEREON IS IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 610 17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE OF FIELD SURVEY: 11/18/05

WO # 2216-04 THIS DRAWING NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

F.B. N/A PG. N/A
FILE # 179/A-5

SCALE: 1" = 60'

REVISION	DATE	REVISION SCALE AND SIZE OF ALL SHEETS	DESCRIPTION
1	4/28/06		

HAROLD W. MOORE, LAND SURVEYOR
FLORIDA REGISTRATION NUMBER 4253

EXHIBIT "A"
CASA BELLA de ST. AUGUSTINE
A CONDOMINIUM
ST. JOHNS COUNTY, FLORIDA

SURVEYOR'S CERTIFICATION:

THE UNDERSIGNED, A SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFIES THAT CONSTRUCTION OF IMPROVEMENTS OF BUILDINGS 1 THROUGH 8 AS SHOWN HEREON, AS BEING PART OF CASA BELLA de ST. AUGUSTINE, A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY RELATING TO MATTERS OF SURVEY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND SO THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

Moore Surveying & Design, Inc.

By 

Harold W. Moore, PSM
 Professional Surveyor
 and Mapper #4253
 State of Florida

Prepared for:
 Casa Bell Partners, LLC and
 Casa Bella de St. Augustine,
 A Condominium
 Job # 2216.04
 April 26, 2006

Prepared by:
 Moore Surveying & Design, Inc.
 5268 Highway Avenue
 Jacksonville, FL 32254
 Phone: 904.384.7855
 Fax: 904.384.4665

LEGAL DESCRIPTION:

TRACTS "A", "B" AND "E", REPLAT OF ST. AUGUSTINE SHORES, UNIT TWO, AS RECORDED IN MAP BOOK 13, PAGES 121 THROUGH 131, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

BUILDING DETAILS
SHEET 1 OF 13

STANDARD NOTES:

NOTE: BEARING STRUCTURE BASED ON THE _____ PLAT _____ BEARING OF _____ N80°00'08"E ALONG THE _____ SOUTH LINE OF TRACT E

BY GRAPHIC PLOTTING ONLY THE CAPTIONED LANDS LIE WITHIN FLOOD ZONE " _____ X _____ " AS SHOWN ON THE NATIONAL FLOOD INSURANCE MAP DATED 9-2-04 FOR ST. JOHNS COUNTY, COMMUNITY NO. 125147, PANEL NO. 12109C-0391H

MOORE SURVEYING & DESIGN, INC.
 SURVEYING BUSINESS NUMBER 6794 ~ ENGINEERING BUSINESS NUMBER 9959
 5268 HIGHWAY AVENUE, JACKSONVILLE, FLORIDA 32254
 (904) 384-7855 FAX 384-4665

SURVEYING AND MAPPING GPS SERVICES
CIVIL ENGINEERING DESIGN
CONSTRUCTION LAYOUT AS BUILTS

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DATE OF SKETCH: 5/1/06

WO # 2216.04 THIS DRAWING NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

F.B. N/A PG. N/A
 FILE # 179/A-5
 SCALE: 1" = N/A

REVISION	DATE	DESCRIPTION

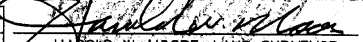
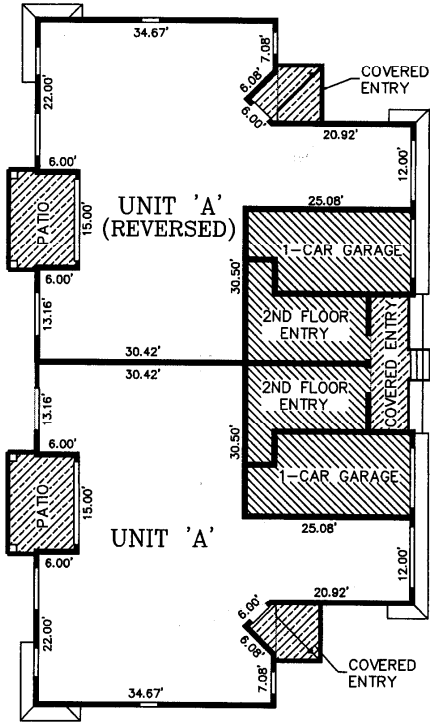

 HAROLD W. MOORE, LAND SURVEYOR
 FLORIDA REGISTRATION NUMBER 4253

EXHIBIT "A"
CASA BELLA de ST. AUGUSTINE
A CONDOMINIUM
ST. JOHNS COUNTY, FLORIDA
FIRST-FLOOR PLAN OF
4-UNIT BUILDINGS 4 AND 5



NOTES:

- 1) THESE DRAWINGS REPRESENT AS-BUILT CONDITIONS. ALL IMPROVEMENTS ARE EXISTING.
- 2) ALL DIMENSIONS SHOWN ARE TO THE UNFINISHED SURFACES AND ARE APPROXIMATE AND MAY VARY.
- 3) THE DIMENSIONS DELINEATING THE BOUNDARY OF THE UNIT IS THE DIMENSION AT THE POINT OF MEASUREMENT AND MAY VARY AT OTHER LOCATIONS WITHIN THE UNIT.

DENOTES AREAS PERTAINING TO SECOND FLOOR UNITS
 DENOTES LIMITED COMMON ELEMENTS

BUILDING DETAILS
SHEET 2 OF 13

STANDARD NOTES:
 NOTE: BEARING STRUCTURE BASED ON THE _____ PLAT _____ BEARING OF _____ N80°00'08"E
 ALONG THE _____ SOUTH LINE OF TRACT E _____

BY GRAPHIC PLOTTING ONLY THE CAPTIONED LANDS LIE WITHIN FLOOD ZONE " _____ X _____ " AS SHOWN ON THE NATIONAL FLOOD INSURANCE MAP DATED 9-2-04 FOR ST. JOHNS COUNTY, COMMUNITY NO. 125147 PANEL NO. 12109C-0391H _____

MOORE SURVEYING & DESIGN, INC.
 SURVEYING BUSINESS NUMBER 6794 ~ ENGINEERING BUSINESS NUMBER 9959
 5268 HIGHWAY AVENUE, JACKSONVILLE, FLORIDA 32254
 (904) 384-7855 FAX 384-4665

SURVEYING AND MAPPING * GPS SERVICES
CIVIL ENGINEERING DESIGN
CONSTRUCTION LAYOUT * AS BUILTS

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 DATE OF SKETCH: 5/1/06

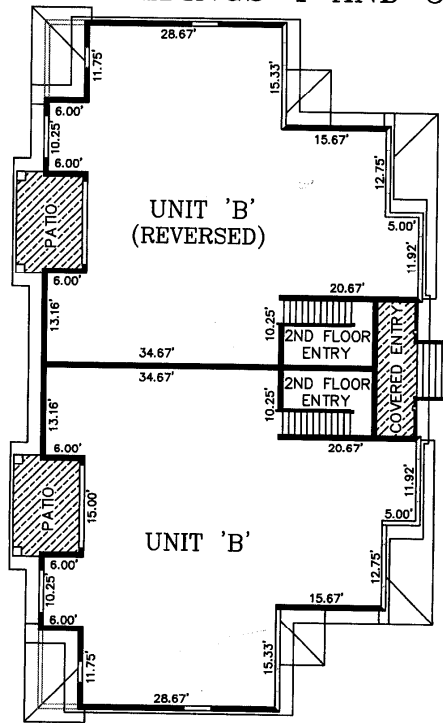
WO # 2216.04 THIS DRAWING NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

F.B. N/A PG. N/A
 FILE # 179/A-5
 SCALE: 1" = 20'

REVISION	DATE	DESCRIPTION



HAROLD W. MOORE, LAND SURVEYOR
 FLORIDA REGISTRATION NUMBER 4253

EXHIBIT "A"
CASA BELLA de ST. AUGUSTINE
A CONDOMINIUM
ST. JOHNS COUNTY, FLORIDA
SECOND-FLOOR PLAN OF
4-UNIT BUILDINGS 4 AND 5



NOTES:

- 1) THESE DRAWINGS REPRESENT AS-BUILT CONDITIONS.
ALL IMPROVEMENTS ARE EXISTING.
- 2) ALL DIMENSIONS SHOWN ARE TO THE UNFINISHED SURFACES AND ARE APPROXIMATE AND MAY VARY.
- 3) THE DIMENSIONS DELINEATING THE BOUNDARY OF THE UNIT IS THE DIMENSION AT THE POINT OF MEASUREMENT AND MAY VARY AT OTHER LOCATIONS WITHIN THE UNIT.

 DENOTES AREAS PERTAINING TO SECOND FLOOR UNITS
 DENOTES LIMITED COMMON ELEMENTS

BUILDING DETAILS
SHEET 3 OF 13

STANDARD NOTES:

NOTE: BEARING STRUCTURE BASED ON THE _____ PLAT _____ BEARING OF _____ N80°00'08"E ALONG THE _____ SOUTH LINE OF TRACT E

BY GRAPHIC PLOTTING ONLY THE CAPTIONED LANDS LIE WITHIN FLOOD ZONE " X " AS SHOWN ON THE NATIONAL FLOOD INSURANCE MAP DATED 9-2-04 FOR ST. JOHNS COUNTY, COMMUNITY NO. 125147, PANEL NO. 12109C-0391H

MOORE SURVEYING & DESIGN, INC.
 SURVEYING BUSINESS NUMBER 6794 - ENGINEERING BUSINESS NUMBER 9959
 5288 HIGHWAY AVENUE, JACKSONVILLE, FLORIDA 32254
 (904) 384-7855 FAX 384-4665

SURVEYING AND MAPPING * GPS SERVICES
CIVIL ENGINEERING DESIGN
CONSTRUCTION LAYOUT * AS BUILTS

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DATE OF SKETCH: 5/1/08

WO # 2216.04 THIS DRAWING NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

F.B. N/A PG. N/A
 FILE # 179/A-5
 SCALE: 1" = 20'

REVISION	DATE	DESCRIPTION


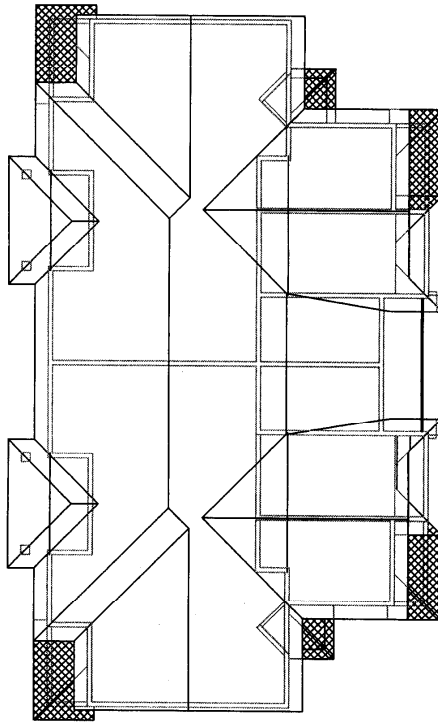



 HAROLD W. MOORE, LAND SURVEYOR
 FLORIDA REGISTRATION NUMBER 4253

EXHIBIT "A"
CASA BELLA de ST. AUGUSTINE
A CONDOMINIUM
ST. JOHNS COUNTY, FLORIDA
ROOF PLAN OF
4-UNIT BUILDINGS 4 AND 5



NOTES:

-  DENOTES LOW ROOF
-  DENOTES HIGH ROOF

BUILDING DETAILS
SHEET 4 OF 13

STANDARD NOTES:

NOTE: BEARING STRUCTURE BASED ON THE _____ PLAT _____ BEARING OF _____ N80°00'08"E
 ALONG THE _____ SOUTH LINE OF TRACT E _____

BY GRAPHIC PLOTTING ONLY THE CAPTIONED LANDS LIE WITHIN FLOOD ZONE " _____ X _____ " AS SHOWN ON THE NATIONAL FLOOD
 INSURANCE MAP DATED 9-2-04 FOR ST. JOHNS COUNTY, COMMUNITY NO. _____ 125147 _____, PANEL NO. 12109C-0391H _____

MOORE SURVEYING & DESIGN, INC.
 SURVEYING BUSINESS NUMBER 6794 ~ ENGINEERING BUSINESS NUMBER 9959
 5268 HIGHWAY AVENUE, JACKSONVILLE, FLORIDA 32254
 (904) 384-7855 FAX 384-4665

SURVEYING AND MAPPING GPS SERVICES
CIVIL ENGINEERING DESIGN
CONSTRUCTION LAYOUT AS BUILTS

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 UNDER MY RESPONSIBLE CHARGE, AND, IN MY OPINION, AND TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE INFORMATION SHOWN HEREON IS IN
 COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 66-17-6, FLORIDA AD-
 MINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. DATE OF SKETCH: 5/17/06

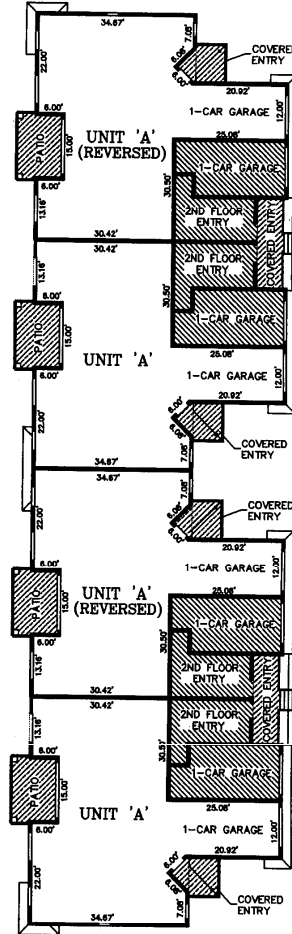
WO # 2216.04 THIS DRAWING NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

F.B. N/A PG. N/A
 FILE # 179/A-5
 SCALE: 1" = 20'

REVISION	DATE	DESCRIPTION

Harold W. Moore
 HAROLD W. MOORE, LAND SURVEYOR
 FLORIDA REGISTRATION NUMBER 4253

EXHIBIT "A"
CASA BELLA de ST. AUGUSTINE
A CONDOMINIUM
ST. JOHNS COUNTY, FLORIDA
FIRST-FLOOR PLAN OF
8-UNIT BUILDINGS
1, 2, 3, 6, 7 AND 8



NOTES:

- 1) THESE DRAWINGS REPRESENT AS-BUILT CONDITIONS. ALL IMPROVEMENTS ARE EXISTING.
- 2) ALL DIMENSIONS SHOWN ARE TO THE UNFINISHED SURFACES AND ARE APPROXIMATE AND MAY VARY.
- 3) THE DIMENSIONS DELINEATING THE BOUNDARY OF THE UNIT IS THE DIMENSION AT THE POINT OF MEASUREMENT AND MAY VARY AT OTHER LOCATIONS WITHIN THE UNIT.

- DENOTES AREAS PERTAINING TO SECOND FLOOR UNITS
- DENOTES LIMITED COMMON ELEMENTS

BUILDING DETAILS
SHEET 5 OF 13

STANDARD NOTES:

NOTE: BEARING STRUCTURE BASED ON THE _____ PLAT _____ BEARING OF _____ N80°00'08"E ALONG THE _____ SOUTH LINE OF TRACT E

BY GRAPHIC PLOTTING ONLY THE CAPTIONED LANDS LIE WITHIN FLOOD ZONE " _____ X _____ " AS SHOWN ON THE NATIONAL FLOOD INSURANCE MAP DATED 9-2-04 FOR ST. JOHNS COUNTY, COMMUNITY NO. _____ 125147 _____, PANEL NO. 12109C-0391H

MOORE SURVEYING & DESIGN, INC.
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 5268 HIGHWAY AVENUE, JACKSONVILLE, FLORIDA 32254
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SURVEYING AND MAPPING * GPS SERVICES
CIVIL ENGINEERING DESIGN
CONSTRUCTION LAYOUT * AS BUILTS

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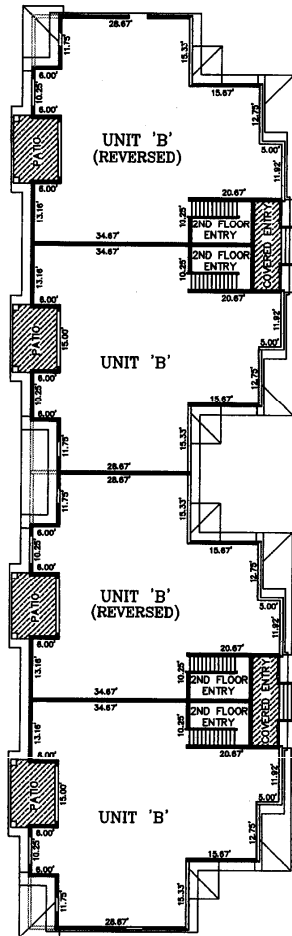
WO # 2216.04 THIS DRAWING NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

F.B. N/A PG. N/A
 FILE # 179/A-5
 SCALE: 1" = 30'

REVISION	DATE	DESCRIPTION

HAROLD W. MOORE, LAND SURVEYOR
 FLORIDA REGISTRATION NUMBER 4253

EXHIBIT "A"
CASA BELLA de ST. AUGUSTINE
A CONDOMINIUM
ST. JOHNS COUNTY, FLORIDA
SECOND-FLOOR PLAN OF
8-UNIT BUILDINGS
1, 2, 3, 6, 7 AND 8



NOTES:

- 1) THESE DRAWINGS REPRESENT AS-BUILT CONDITIONS. ALL IMPROVEMENTS ARE EXISTING.
- 2) ALL DIMENSIONS SHOWN ARE TO THE UNFINISHED SURFACES AND ARE APPROXIMATE AND MAY VARY.
- 3) THE DIMENSIONS DELINEATING THE BOUNDARY OF THE UNIT IS THE DIMENSION AT THE POINT OF MEASUREMENT AND MAY VARY AT OTHER LOCATIONS WITHIN THE UNIT.

- DENOTES AREAS PERTAINING TO SECOND FLOOR UNITS
- DENOTES LIMITED COMMON ELEMENTS

BUILDING DETAILS
SHEET 6 OF 13

STANDARD NOTES:

NOTE: BEARING STRUCTURE BASED ON THE _____ PLAT _____ BEARING OF _____ N80°00'08"E ALONG THE _____ SOUTH LINE OF TRACT E

BY GRAPHIC PLOTTING ONLY THE CAPTIONED LANDS LIE WITHIN FLOOD ZONE " _____ X _____ " AS SHOWN ON THE NATIONAL FLOOD INSURANCE MAP DATED 9-2-04 FOR ST. JOHNS COUNTY, COMMUNITY NO. _____ 125147 _____, PANEL NO. 12109C-0391H

MOORE SURVEYING & DESIGN, INC.
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SURVEYING AND MAPPING * GPS SERVICES
CIVIL ENGINEERING DESIGN
CONSTRUCTION LAYOUT * AS BUILTS

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DATE OF SKETCH: 5/1/06

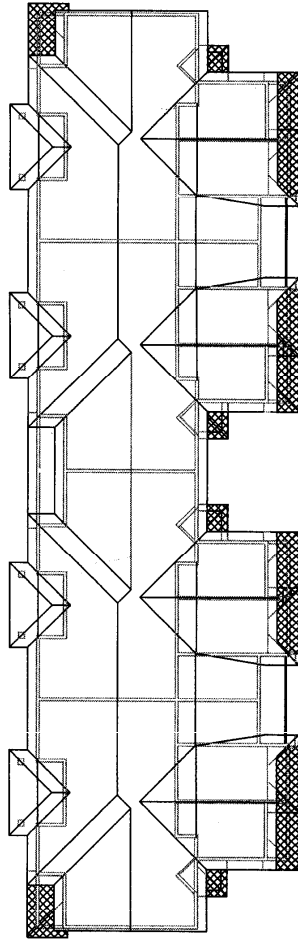
WO # 2216.04 THIS DRAWING NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

F.B. N/A PG. N/A
 FILE # 179/A-5
 SCALE: 1" = 30'

REVISION	DATE	DESCRIPTION

HAROLD W. MOORE, LAND SURVEYOR
 FLORIDA REGISTRATION NUMBER 4253

EXHIBIT "A"
CASA BELLA de ST. AUGUSTINE
A CONDOMINIUM
ST. JOHNS COUNTY, FLORIDA
ROOF PLAN OF
8-UNIT BUILDINGS
1, 2, 3, 6, 7 AND 8



NOTES:

- DENOTES LOW ROOF
- DENOTES HIGH ROOF

BUILDING DETAILS
SHEET 7 OF 13

STANDARD NOTES:

NOTE: BEARING STRUCTURE BASED ON THE _____ PLAT _____ BEARING OF _____ N80°00'08"E
 ALONG THE _____ SOUTH LINE OF TRACT E _____

BY GRAPHIC PLOTTING ONLY THE CAPTIONED LANDS LIE WITHIN FLOOD ZONE " _____ X _____ " AS SHOWN ON THE NATIONAL FLOOD
 INSURANCE MAP DATED 9-2-04 FOR ST. JOHNS COUNTY, COMMUNITY NO. 125147 _____ PANEL NO. 12109C-0391H _____

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 SURVEYING BUSINESS NUMBER 6794 ~ ENGINEERING BUSINESS NUMBER 9959
 5268 HIGHWAY AVENUE, JACKSONVILLE, FLORIDA 32254
 (904) 384-7855 FAX 384-4665

SURVEYING AND MAPPING * GPS SERVICES
CIVIL ENGINEERING DESIGN
CONSTRUCTION LAYOUT * AS BUILT

CERTIFICATION: I HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF FLORIDA, THAT THE INFORMATION SHOWN HEREON WAS COMPILED
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 MINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. DATE OF SKETCH: 5/1/86

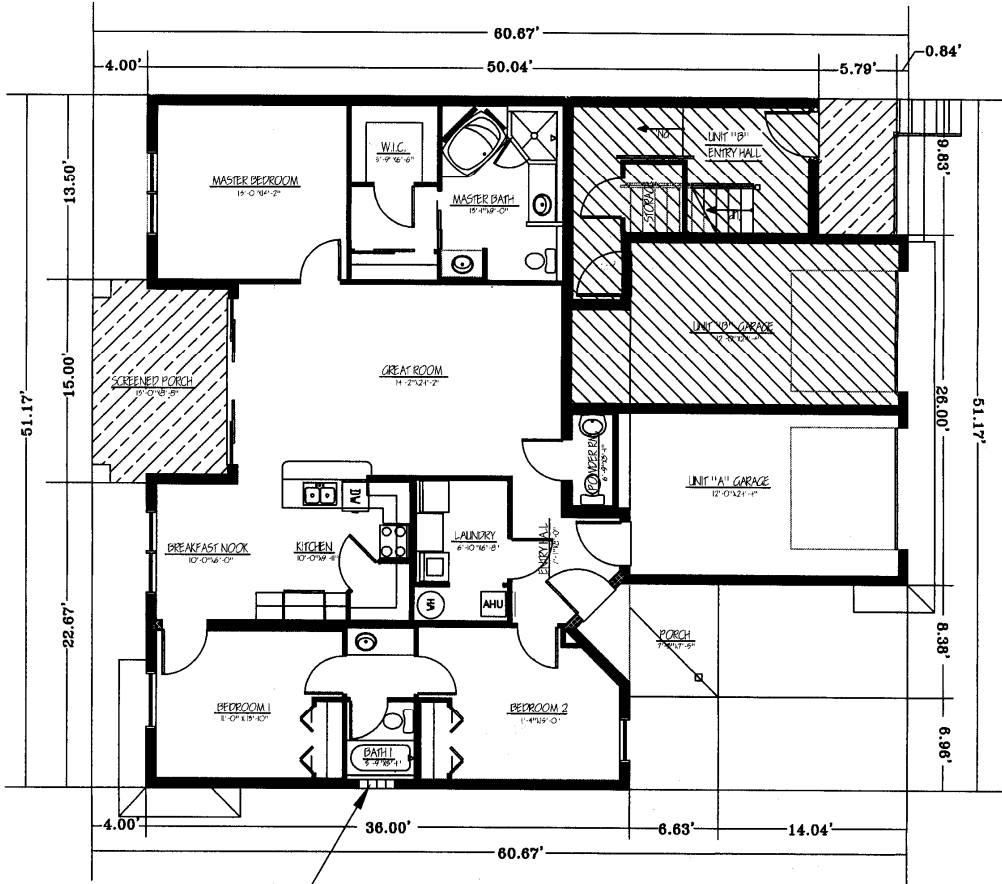
THIS DRAWING NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

WO # 2216.04
 F.B. N/A PG. N/A
 FILE # 179/A-5
 SCALE: 1" = 30'

REVISION	DATE	DESCRIPTION

Harold W. Moore
HAROLD W. MOORE, LAND SURVEYOR
 FLORIDA REGISTRATION NUMBER: 4253

EXHIBIT "A"
UNIT "A"
3 BEDROOM, 2 1/2 BATH



ONLY UNITS IN BUILDINGS 4-5 AND END UNITS IN BUILDINGS 1-3 AND 6-8 HAVE WINDOWS IN THIS LOCATION

NOTES:

- 1) THESE DRAWINGS REPRESENT AS-BUILT CONDITIONS. ALL IMPROVEMENTS ARE EXISTING.
- 2) ALL DIMENSIONS SHOWN ARE TO THE UNFINISHED SURFACES AND ARE APPROXIMATE AND MAY VARY.
- 3) THE DIMENSIONS DELINEATING THE BOUNDARY OF THE UNIT IS THE DIMENSION AT THE POINT OF MEASUREMENT AND MAY VARY AT OTHER LOCATIONS WITHIN THE UNIT.

- DENOTES AREAS PERTAINING TO SECOND FLOOR UNITS
- DENOTES LIMITED COMMON ELEMENTS

BUILDING DETAILS
SHEET 8 OF 13

STANDARD NOTES:

NOTE: BEARING STRUCTURE BASED ON THE _____ PLAT _____ BEARING OF _____ N80°00'08"E ALONG THE _____ SOUTH LINE OF TRACT E

BY GRAPHIC PLOTTING ONLY THE CAPTIONED LANDS LIE WITHIN FLOOD ZONE " X " AS SHOWN ON THE NATIONAL FLOOD INSURANCE MAP DATED 9-2-04 FOR ST. JOHNS COUNTY, COMMUNITY NO. 125147, PANEL NO. 12109C-0391H

MOORE SURVEYING & DESIGN, INC.
 SURVEYING BUSINESS NUMBER 6794 ~ ENGINEERING BUSINESS NUMBER 9959
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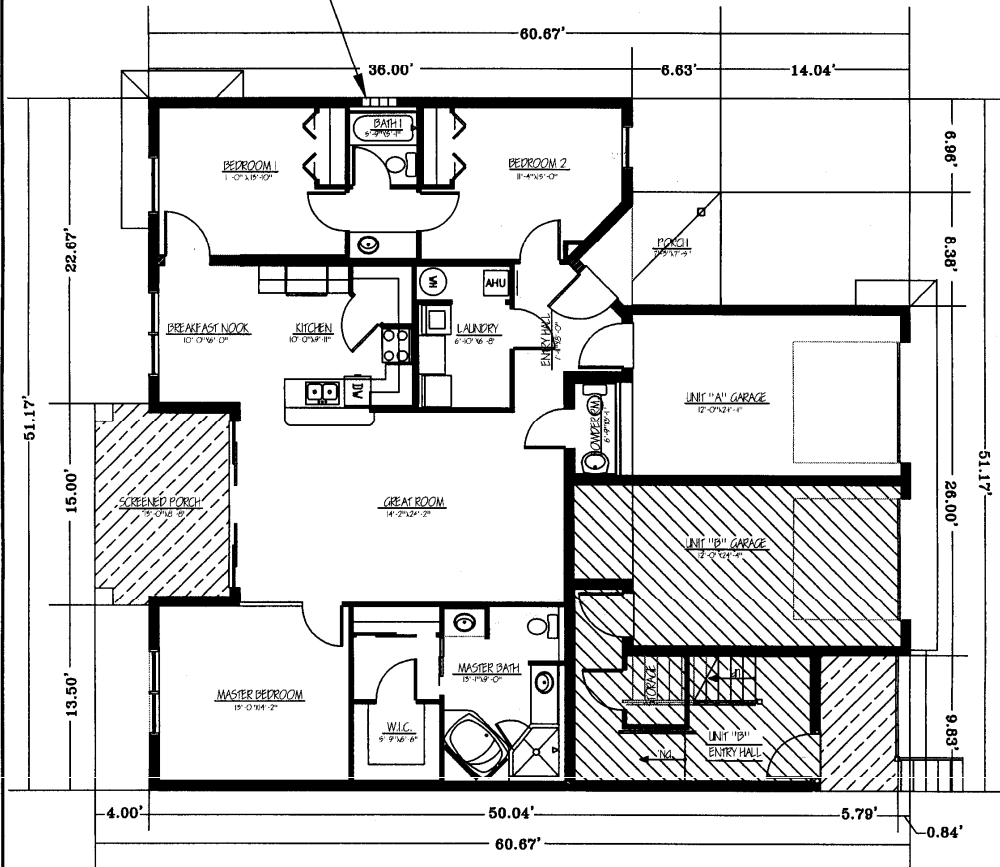
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 F.B. # N/A PG. N/A
 FILE # 179/A-5
 SCALE: 1" = 10'
 REVISION DATE DESCRIPTION
 HAROLD W. MOORE, LAND SURVEYOR
 FLORIDA REGISTRATION NUMBER 4253

EXHIBIT "A" UNIT "A" (REVERSED) 3 BEDROOM, 2 1/2 BATH

ONLY UNITS IN BUILDINGS 4-5 AND END UNITS IN BUILDINGS 1-3 AND 6-8 HAVE WINDOWS IN THIS LOCATION



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- DENOTES LIMITED COMMON ELEMENTS

**BUILDING DETAILS
SHEET 9 OF 13**

STANDARD NOTES:

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DATE OF SKETCH: 5/1/08

WD # 2216.04

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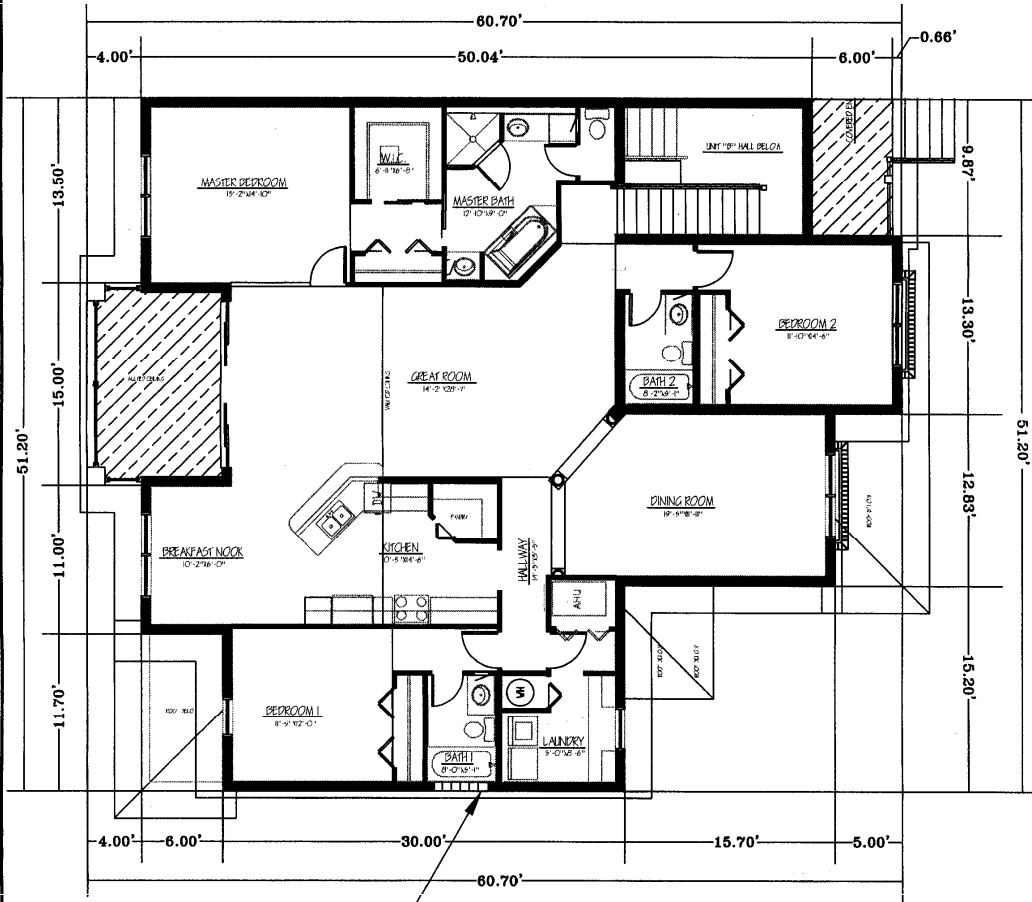
FILE # 179/A-5

SCALE: 1" = 10'

REVISION	DATE	DESCRIPTION

Harold W. Moore
 HAROLD W. MOORE, LAND SURVEYOR
 FLORIDA REGISTRATION NUMBER 4253

**EXHIBIT "A"
UNIT "B"
3 BEDROOM, 3 BATH**



ONLY UNITS IN BUILDINGS
4-5 AND END UNITS IN
BUILDINGS 1-3 AND 6-8
HAVE WINDOWS IN THIS
LOCATION

NOTES:

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- DENOTES AREAS PERTAINING TO SECOND FLOOR UNITS
- DENOTES LIMITED COMMON ELEMENTS

**BUILDING DETAILS
SHEET 10 OF 13**

STANDARD NOTES:

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DATE OF SKETCH: 5/1/06

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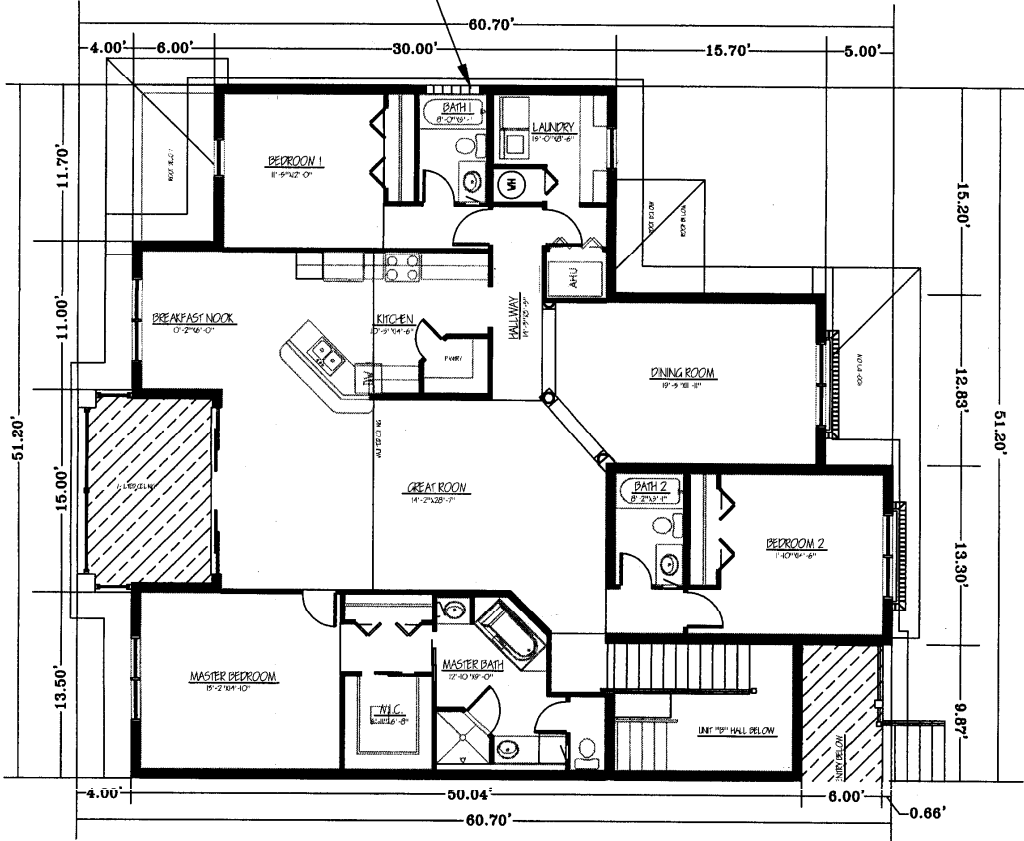
SCALE: 1" = 10'

REVISION	DATE	DESCRIPTION

Harold W. Moore
HAROLD W. MOORE, LAND SURVEYOR
FLORIDA REGISTRATION NUMBER 4253

EXHIBIT "A" UNIT "B" (REVERSED) 3 BEDROOM, 3 BATH

ONLY UNITS IN BUILDINGS 4-5 AND END UNITS IN BUILDINGS 1-3 AND 6-8 HAVE WINDOWS IN THIS LOCATION



NOTES:

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**BUILDING DETAILS
SHEET 11 OF 13**

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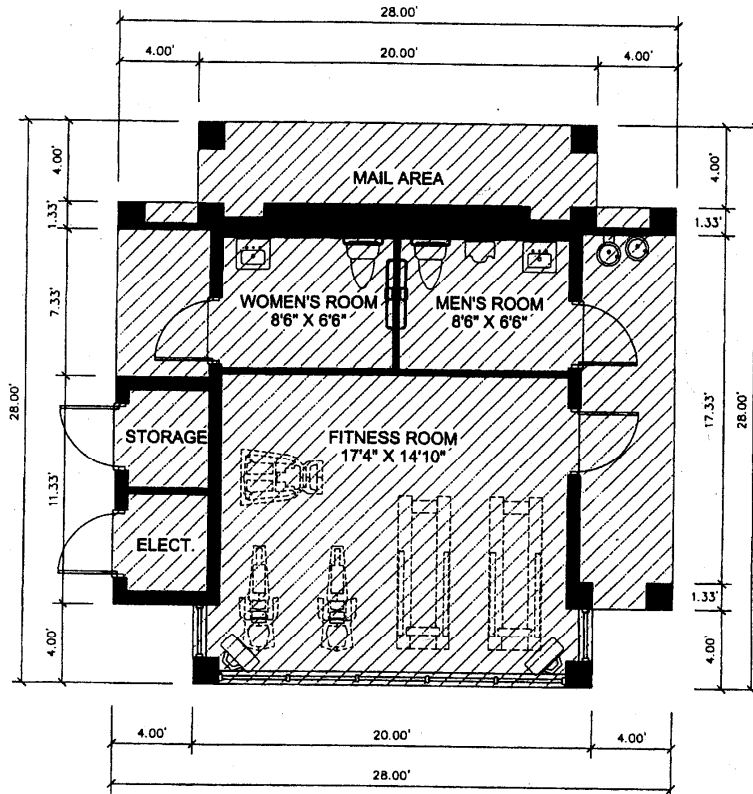
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REVISION	DATE	DESCRIPTION

Harold W. Moore
HAROLD W. MOORE, LAND SURVEYOR
FLORIDA REGISTRATION NUMBER 4253

EXHIBIT "A" POOL CABANA FLOOR PLAN



NOTES:

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- DENOTES COMMON ELEMENTS

**BUILDING DETAILS
SHEET 12 OF 13**

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MOORE SURVEYING & DESIGN, INC.
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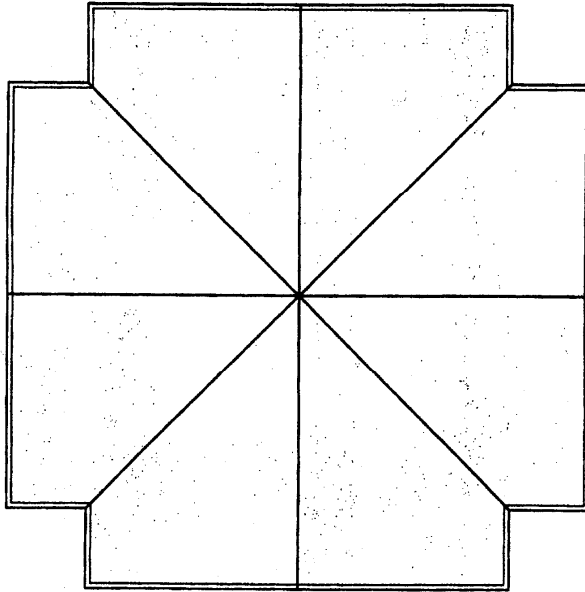
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SCALE: 1" = 10'

REVISION	DATE	DESCRIPTION

HAROLD W. MOORE, LAND SURVEYOR
 FLORIDA REGISTRATION NUMBER 4253

EXHIBIT "A" POOL CABANA ROOF PLAN



NOTES:

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**BUILDING DETAILS
SHEET 13 OF 13**

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FLORIDA REGISTRATION NUMBER 4253

EXHIBIT C

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BYLAWS
OF
CASA BELLA ST. AUGUSTINE CONDOMINIUM ASSOCIATION, INC.

I. IDENTITY

These are the Bylaws of CASA BELLA ST. AUGUSTINE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the state of Florida ("the Association"), organized for the purpose of operating that certain condominium located in St. Johns County, Florida, and known as The Casa Bella St. Augustine, a condominium ("the Condominium").

1.1 Principal Office. The principal office of the Association shall be at 2300 Corporate Blvd. NW, Suite 232, Boca Raton, FL 33431 or at such other place as designated by the Board of Directors.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.

1.4 Definitions. For convenience, these Bylaws shall be referred to as "the Bylaws"; the Articles of Incorporation of the Association as "the Articles"; and the Declaration of Condominium for the Condominium as "the Declaration." The other terms used in these Bylaws shall have the same definitions and meanings as those in F.S. Chapter 718, the Condominium Act ("the Act"), as well as those in the Declaration and the Articles, unless otherwise provided in these Bylaws or unless the context otherwise requires.

II. MEETINGS OF MEMBERS AND VOTING

2.1 Annual Meeting. The annual meeting of the members shall be held on the date and at the place and time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and no later than 13 months after the last annual meeting. The purpose of the meeting shall be to elect Directors and to transact any other business authorized to be transacted by the members.

2.2 Special Meetings. Special meetings of the members shall be held at such places as provided for annual meetings and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary on receipt of a written request from at least 10% of the voting interests of the Association. Requests for a meeting by the members shall state the purpose for the meeting. Business conducted at any special meeting shall be limited to the matters stated in the notice for the meeting. The provisions of this section, as applicable, shall be modified by the provisions of F.S. 718.112(2)(e), concerning budget meetings; F.S. 718.112(2)(j), concerning recall; F.S. 718.112(2)(f), concerning budget reserves; and F.S. 718.301(1)-(2), concerning election of Directors by Unit Owners other than the Developer.

2.3 Notice of Annual Meeting. Written notice of the annual meeting shall be mailed or hand delivered to each Unit Owner at least 14 days and not more than 60 days before the annual meeting. A copy of the notice shall be posted in a conspicuous place on the Condominium Property at least 14 continuous days before the annual meeting. An Officer of the Association shall provide an Affidavit or United States Post Office Certificate of Mailing, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered to each Unit Owner at the address last furnished to the Association. Unit Owners may waive notice of the annual meeting.

2.4 Notice of Special Meetings, Generally. Except as modified by the specific requirements for special kinds of members' meetings as set out in these Bylaws, notice of special meetings generally shall be in writing, state the place, day, and hour of the meeting, and state the purpose or purposes for which the meeting is called. The notice shall be delivered to each Unit Owner not less than 10 nor more

than 60 days before the date of the meeting, either personally or by first class mail, by or at the direction of the President, the Secretary, or the officer or persons calling the meeting. If mailed, the notice shall be considered delivered when deposited in the United States mail addressed to the Unit Owner at the address that appears in the records of the Association, with postage prepaid. Payment of postage for notice of any special meeting, by whomever called, shall be an obligation of the Association.

2.5 Notice of Budget Meeting. The Board of Directors shall mail or hand deliver to each Unit Owner at the address last furnished to the Association a notice and a copy of the proposed annual budget, not less than 14 days before the meeting at which the Board will consider the budget.

2.6 Notice of Meeting to Consider Excessive Budget. If a budget adopted by the Board of Directors requires Assessment against the Unit Owners for any calendar year exceeding 115% of the Assessment for the preceding year (less any lawfully excluded items), the Board, on written application of at least 10% of the voting interests to the Board within 21 days after adoption of the annual budget, shall call a special meeting of the Unit Owners within 60 days, on not less than 14 days' written notice to each Unit Owner.

2.7 Notice of Meeting to Consider Recall of Board Members. A special meeting of the Unit Owners to recall a member or members of the Board of Directors may be called by 10% of the voting interests giving notice of the meeting as required for a meeting of Unit Owners, stating the purpose of the meeting. The notice must be accompanied by a dated copy of a signature list of at least 10% of the Unit Owners. The meeting shall be held not less than 10 days nor more than 60 days from the date the notice of the meeting is given.

2.8 Notice of Meeting to Elect Non-developer Directors. Within 75 days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call an election for the members of the Board of Directors, and shall give at least 60 days notice thereof.

2.9 Quorum. A quorum at meetings of members shall consist of persons entitled to exercise, either in person or by proxy, a majority of the voting interests of the entire membership.

2.10 Voting.

a. Number of Votes. In any meeting of members, each Unit shall have one voting interest. The vote of a Unit is not divisible.

b. Majority Vote. The acts approved by a majority of the voting interests present in person or by proxy at a meeting at which a quorum is present shall be binding on all Unit Owners for all purposes unless the Act, the Declaration, the Articles, or these Bylaws require a larger percentage, in which case that larger percentage shall control.

2.11 Membership-Designation of Voting Member. Persons or entities shall become members of the Association on the acquisition of fee title to a Unit in the Condominium after approval of the acquisition in the manner provided in the Declaration. Membership shall be terminated when a person or entity no longer owns a Unit in the Condominium. If a Unit is owned by more than one natural person (other than a husband and wife), or a corporation, partnership, or other artificial entity, the voting interest of that Unit shall be exercised only by the natural person named in a voting certificate signed by all the natural persons who are owners or by the chief executive officer of the artificial entity and filed with the Secretary of the Association in its official records.

2.12 Proxies; Powers of Attorney. Voting interests may be exercised in person or by proxy. Each proxy shall set forth specifically the name of the person voting by proxy, the name of the person authorized to vote the proxy for him or her, and the date the proxy was given. Each proxy shall contain the date, time, and place of the meeting for which the proxy is given. If the proxy is a limited proxy, it shall set forth those items that the holder of the proxy may vote and the manner in which the vote is to be cast.

The proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings. No proxy shall be valid for more than 90 days after the date of the first meeting for which it was given, and may be revoked at any time at the pleasure of the Unit Owner executing it. The proxy shall be signed by the Unit Owner or by the designated person mentioned in section 2.11, or the duly authorized attorney-in-fact of that person or entity (provided the power of attorney is filed with the Secretary of the Association). The proxy shall be filed with the Secretary before or at the meeting for which the proxy is given. One holding a power of attorney from a Unit Owner, properly executed and granting the authority, may exercise the voting interest of that Unit. If the proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in his or her place. If this provision is not made, substitution is not authorized.

2.13 Adjourned Meetings. If any meeting of members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present; except that when meetings have been called to consider the enactment of a budget to replace a proposed budget that exceeds 115% of the assessments for the preceding year, the meetings may not be adjourned for lack of a quorum and if a quorum is not present the excessive budget shall go into effect as scheduled. The time and place to which the meeting is adjourned shall be announced at the meeting at which the adjournment is taken and a notice shall be posted in a conspicuous place on the Condominium Property as soon thereafter as may be practical stating the time and place to which the meeting is adjourned.

2.14 Waiver of Notice. Unit Owners may waive their right to receive notice of any meeting, whether annual or special, by a writing signed by them to that effect. The waiver shall be filed with the Secretary of the Association, either before, at, or after the meeting for which the waiver is given.

2.15 Action by Members Without a Meeting. Unit Owners may take action by written agreement without a meeting, provided written notice is given to the Unit Owners in the manner prescribed elsewhere in these Bylaws appropriate to the subject matter to be agreed on, unless that notice is waived as provided in these Bylaws. The decision of a majority of the Unit Owners, or a larger percentage vote as otherwise may be required by the Act, the Declaration, the Articles, or these Bylaws (the decision to be evidenced by written response to be solicited in the notice), shall be binding on the membership. The notice shall set forth a time period within which responses must be made by the members, and responses received after that shall not be considered.

2.16 Minutes of Meetings. The minutes of all meetings of Unit Owners shall be kept in a book open to inspection at all reasonable times by any Association member, any authorized representative of the member, and Board members. The minutes shall be retained by the Association for a period of not less than seven years. Association members and their authorized representatives shall have the right to make or obtain copies at the reasonable expense, if any, of the Association member.

2.17 Order of Business. The order of business at annual meetings of members and, as far as practical, at other members' meetings, shall be:

- a. Collection of ballots.
- b. Call to order.
- c. Election of a chairman of the meeting, unless the President or Vice President is present, in which case he or she shall preside.
- d. Calling of the roll, certifying of proxies, determination of a quorum.
- e. Proof of notice of meeting or waiver of notice.
- f. Reading and disposal of any unapproved minutes.

- g. Reports of officers.
- h. Reports of committees.
- i. Appointment of inspectors of election.
- j. Determination of number of Directors.
- k. Election of Directors.
- l. Unfinished business.
- m. New business.
- n. Adjournment.

2.18 Actions Specifically Requiring Unit Owner Approval. The following actions require approval by the Unit Owners and may not be taken by the Board of Directors acting alone:

- a. Amendments to the Declaration, except those made by the Developer recording a Certificate of Surveyor, or as otherwise provided specifically in the Declaration.
- b. Merger of two or more independent condominiums of a single complex to form a single condominium.
- c. Purchase of land or recreation lease.
- d. Cancellation of grants or reservations made by the Declaration, a lease, or other document and any contract made by the Association before the transfer of control of the Association from the Developer to Unit Owners other than the Developer, that provides for operation, maintenance, or management of the Condominium Association or property serving the Unit Owners.
- e. Exercise of option to purchase recreational or other commonly used facilities lease.
- f. Providing no reserves, or less than adequate reserves.
- g. Recall of members of Board of Directors.
- h. Other matters contained in the Declaration, the Articles, or these Bylaws that specifically require a vote of the members.

III. DIRECTORS

3.1 Number and Qualifications. The affairs of the Association shall be managed initially by a Board of three Directors selected by the Developer. When Unit Owners other than the Developer are entitled to elect a majority of the Directors, the Board shall be composed of any odd number of Directors that the Board may decide. The number of Directors, however, shall never be less than three. Other than those selected by the Developer, Directors must be either Unit Owners, tenants residing in the Condominium, officers of a corporate Unit Owner, or partners of a partnership Unit Owner. No Director (except those selected by the Developer) shall continue to serve on the Board after ceasing to meet those requirements.

3.2 Election of Directors. Directors shall be elected at the annual meeting in the following manner:

- a. The Board of Directors shall be elected by written ballot or voting machine.

b. Unit Owners other than the Developer may vote, in person or by limited proxy, to fill a vacancy on the Board previously occupied by a Board Member elected by Unit Owners other than the Developer.

c. The Association shall mail or deliver, whether separately or included in other mailings, a first notice of the date of the election to each Unit Owner no less than 60 days before the scheduled election. Any Unit Owner or other eligible person desiring to be a candidate for the Board must give written notice to the Association not less than 40 days before a scheduled election. The Association shall mail or deliver to the Unit Owners at the addresses listed in the official records of the association a second notice of the election, ballot, and any information sheets timely submitted by the candidates. All information sheets must be furnished by the candidates no less than 35 days prior to the election. The second notice and accompanying documents shall not contain any communication from the Board that endorses, disapproves, or otherwise comments on any candidate. There shall be no quorum requirement, however, at least 20% of the eligible voters must cast a ballot in order to have a valid election of Board Members.

3.3 Term. Each Director's term of service shall extend until the next annual meeting of the members and thereafter until his or her successor is duly elected and qualified or until he or she is removed in the manner provided in section 3.5. However, at any annual meeting after the Developer has relinquished control of the Association and in order to provide a continuity of experience, the members may vote to create classes of directorships having a term of one, two, or three years so that a system of staggered terms will be initiated.

3.4 Vacancies. Except for vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by majority vote of the remaining Directors. Any Director elected to fill a vacancy shall hold office only until the next election of Directors by the members, irrespective of the length of the remaining term of the vacating Director.

3.5 Removal. Any Director may be recalled and removed from office with or without cause by the affirmative vote or agreement in writing of a majority of all voting interests. A special meeting of the Unit Owners may be called for this purpose by 10% of the voting interests on giving notice of the meeting as required in these Bylaws. The notice shall state the purpose of the special meeting. Any vacancy on the Board of Directors thus created shall be filled by the members of the Association at the same meeting. No Director shall continue to serve on the Board if, during the Board member's term of office, the Board member's membership in the Association is terminated for any reason.

3.6 Resignation. Any Director may resign at any time by sending or personally delivering a written notice of resignation to the Association, addressed to the Secretary. The resignation shall take effect on receipt of the notice by the Association, unless it states some fixed date in the resignation, and then from the date so fixed. Acceptance of a resignation shall not be required to make it effective.

3.7 Organizational Meeting. The organizational meeting of a newly elected Board of Directors shall be held within 10 days of the election at a place and time that shall be fixed by the Directors at the meeting at which they were elected and without further notice except notice to Unit Owners required by F.S. 718.112(2)(c). The Board of Directors may meet immediately following the meeting at which they are elected for the purpose of electing officers and changing banking resolutions without further notice, except for an announcement at the Unit Owners' meeting.

3.8 Regular Meetings. The Board of Directors may establish a schedule of regular meetings to be held at a time and place as a majority of them shall determine from time to time. Notice of regular meetings, however, shall be given to each Director personally or by mail, telephone, or telegraph at least three days before the day named for the meeting with the notice of each meeting posted conspicuously on the Condominium Property at least 48 continuous hours before the meeting, except in an emergency.

3.9 Special Meetings. Special meetings of the Board of Directors may be called by the President and, in his or her absence, by the Vice President, and must be called by the Secretary at the written request of one third of the Directors. Notice of the meeting shall be given personally or by mail, telephone, or telegraph. The notice shall state the time, place, and purpose of the meeting and shall be transmitted not less than three days before the meeting. A copy of the notice of any special meeting shall be posted conspicuously on the Condominium Property at least 48 continuous hours before the meeting, except in an emergency.

3.10 Waiver of Notice. Any Director may waive notice of a meeting before, at, or after the meeting and that waiver shall be considered equivalent to the giving of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of the meeting, except when the Director's attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

3.11 Quorum. A quorum at the meetings of the Directors shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except when approval by a greater number of Directors is required by the Declaration, the Articles, or these Bylaws.

3.12 Adjourned Meetings. If there is less than a quorum present at any meeting of the Board of Directors, the majority of those present may adjourn the meeting until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting originally called may be transacted without further notice.

3.13 No Proxy. There shall be no voting by proxy at any meeting of the Board of Directors.

3.14 Presumed Assent. A Director present at any Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he or she votes against the action or abstains from voting because of an asserted conflict of interest.

3.15 Joinder in Meeting by Written Approval or Disapproval. A Director or Committee Member may submit in writing his or her agreement or disagreement with any action taken at a meeting that the Director or Committee Member did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.

3.16 Attendance by Conference Telephone. When telephone conference is used, a telephone speaker shall be attached so that the discussion may be heard by the Board members and by any Unit Owners present in an open meeting. Board members utilizing telephone conference calls may be counted toward obtaining a quorum and may vote over the telephone.

3.17 Meetings Open to Members. Meetings of the Board of Directors shall be open to all Unit Owners to attend, observe, and speak with reference to all designated agenda items. Notice of any meeting in which assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and set out the nature of the assessments.

3.18 Presiding Officer. The presiding officer at Board meetings shall be the President or, in his or her absence, the Vice President, and in his or her absence, the Directors present shall designate any one of their number to preside.

3.19 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book open to inspection by any Association member or the authorized representative of the member and Board members at all reasonable times. The Association shall retain these minutes for a period of not less than seven years. Association members and their authorized representatives shall have the right to make or obtain copies, at the reasonable expense, if any, of the Association member.

3.20 Executive Committee. The Board of Directors, by resolution, may appoint an executive committee to consist of three or more members of the Board. The executive committee shall have and may exercise all of the powers of the Board in the management of the business and affairs of the Condominium during the intervals between the meetings of the Board insofar as may be permitted by law. The executive committee, however, shall not have power to: (1) determine the Common Expenses required for the operation of the Condominium; (2) determine the Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium; (3) adopt or amend Rules and Regulations covering the details of the operation and use of the Common Elements; (4) purchase, lease, or otherwise acquire Units in the Condominium in the name of the Association; (5) approve any actions or proposals required by the Act, the Declaration, the Articles, or these Bylaws to be approved by Unit Owners; or (6) fill vacancies on the Board of Directors. Meetings of the executive committee shall be open to Unit Owners and shall be noticed in the same manner as a regular board meeting.

3.21 Compensation. Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred in the discharge of their duties.

3.22 Order of Business. The order of business at meetings of Directors shall be:

- a. Calling of roll.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading and disposal of any unapproved minutes.
- d. Reports of officers and committees.
- e. Unfinished business.
- f. New business.
- g. Adjournment.

3.23 Election of Directors by Unit Owners Other than Developer. Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors of the Association, under the following schedule:

a. When Unit Owners other than the Developer own 15% or more of the Units in the Condominium that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect one third of the members of the Board of Directors of the Association.

b. Unit Owners other than the Developer are entitled to elect a majority of the members of the Board of Directors of the Association on the earliest of the following events:

1. Three years after 50% of the Units that will be operated ultimately by the Association have been conveyed to purchasers.

2. Three months after 90% of the Units that will be operated ultimately by the Association have been conveyed to purchasers.

3. When all the Units that will be operated ultimately by the Association have been completed, some of them have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business.

4. When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business.

5. Seven years after recordation of the Declaration of Condominium. The Developer is entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least 5% of the total Units operated by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any developer-owned Units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board of Directors.

3.24 Relinquishment of Control. At the time the Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and the Unit Owners shall accept control. Simultaneously, the Developer shall deliver to the Association at the Developer's expense, all property of the Unit Owners and of the Association held or controlled by the Developer, including but not limited to those items specified in the Act. The above notwithstanding, for purposes of auditing financial records, the Developer shall, within 90 days after it relinquishes control of the Association, turn over all financial statements of the Association and source documents from the incorporation of the Association through the date of turnover. Nothing contained in these Bylaws shall be deemed to prevent the Developer from transferring control of the Association to Unit Owners other than the Developer before the occurrence of the events described in this subsection.

3.25 Failure to Elect Director Quorum. If the Association or the Board of Directors fails to fill vacancies on the Board of Directors sufficient to constitute a quorum, any Unit Owner may apply to the circuit court within whose jurisdiction the Condominium is situated for the appointment of a receiver to manage the affairs of the Association, in the manner prescribed in the Act. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, and attorneys' fees. The receiver shall have all the powers and duties of a duly-constituted Board of Directors and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Act, the Declaration, the Articles, and these Bylaws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees, subject only to the approval by Unit Owners when that approval specifically is required. The powers and duties of the Board shall include, but shall not be limited to, the following:

4.1 Maintenance, Management, and Operation of Condominium Property.

4.2 Contract, Sue, or be Sued. The Association may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all Unit Owners concerning matters of common interest, including but not limited to the Common Elements and commonly-used facilities.

4.3 Right of Access to Units. The Association has the irrevocable right of access to each Unit during reasonable hours as necessary for the maintenance, repair, or replacement of any Common Elements or for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit or Units.

4.4 Make and Collect Assessments.

4.5 Lease, Maintain, Repair, and Replace the Common Elements.

4.6 Lien and Foreclosure for Unpaid Assessments. The Association has a lien on each Condominium Parcel for any unpaid Assessments with interest and for reasonable attorneys' fees, costs, and expenses incurred in the collection of the Assessment or enforcement of the lien. It also has the power to purchase the Condominium Parcel at the foreclosure sale and to hold, lease, mortgage, or convey it.

4.7 Purchase Unit. In addition to its right to purchase Units at a lien foreclosure sale, the Association generally has the power to purchase Units in the Condominium and to acquire, hold, lease, mortgage, and convey them.

4.8 Grant or Modify Easements. The Association, without the joinder of any Unit Owner, may grant, modify, or move any easement if the easement constitutes part of or crosses Common Elements.

4.9 Purchase Land or Recreation Lease. Any land or recreation lease may be purchased by the Association on the approval of two thirds of the voting interests of the Association.

4.10 Acquire Use Interest in Recreational Facilities. The Association may enter into agreements, acquire leaseholds, memberships, and other possessory or use interest in lands or facilities, such as country clubs, golf courses, marinas, and other recreational facilities, whether contiguous to the Condominium property or not if (1) they are intended to provide enjoyment, recreation, or other use or benefit to the Unit Owners and (2) if they exist or are created at the time the Declaration was recorded and are fully stated and described in the Declaration.

4.11 Acquire Title to Property. The Association has the power to acquire title to property or otherwise hold property for the use and benefit of its members.

4.12 Authorize Certain Amendments. If it appears that through a drafter's error in the Declaration that the Common Elements, Common Expenses, or Common Surplus has been stated or distributed improperly, an amendment to the Declaration correcting that error may be approved by the Board of Directors or a majority of the voting interests.

4.13 Adopt Rules and Regulations. The Association may adopt reasonable Rules and Regulations for the operation and use of the Common Elements, Common Areas, and recreational facilities serving the Condominium.

4.14 Maintain Official Records. The Association shall maintain all of the records, when applicable, set forth in Article IX of these Bylaws, which shall constitute the official records of the Association.

4.15 Obtain Insurance. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association Property, and the Condominium Property.

4.16 Furnish Annual Financial Reports to Members.

4.17 Give Notice of Liability Exposure. If the Association may be exposed to liability in excess of insurance coverage in any legal action, it shall give notice of the exposure to all Unit Owners, who shall have the right to intervene and defend.

4.18 Provide Certificate of Unpaid Assessment. Any Unit Owner or Unit mortgagee has the right to request from the Association a certificate stating all Assessments and other monies owed to the Association with respect to the Condominium Parcel.

4.19 Pay Annual Fee to the Division of Florida Land Sales, Condominiums, and Mobile Homes for Each Residential Unit Operated by the Association.

4.20 Approve or Disapprove Unit Transfer and Impose Fee. The Association may charge a preset fee of up to \$100 in connection with the approval or disapproval of any proposed mortgage, lease, sublease, sale, or other transfer of a Unit in the Condominium as provided in the Declaration.

4.21 Contract for Operation, Maintenance, and Management of the Condominium.

4.22 Pay Taxes or Assessments Against the Common Elements or Association Property.

4.23 Pay Costs of Utilities Service Rendered to the Condominium and Association Property and Not Billed Directly to Individual Unit Owners.

4.24 Employ Personnel. The Association may employ and dismiss personnel as necessary for the maintenance and operation of the Condominium Property and may retain those professional services that are required for those purposes.

4.25 Impose Fines. The Board of Directors may impose fines on Unit Owners in reasonable sums as the Board may deem appropriate, not to exceed \$100 per violation, or \$1,000 in the aggregate, for violations of the Declaration, these Bylaws, or lawfully adopted Rules and Regulations, by Owners, their Guests, invitees, or tenants. See 7.9.

4.26 Suspend Approval for Delinquent Unit Owner. The Board of Directors may disapprove the prospective tenant of any Unit Owner as long as the Unit Owner is delinquent in the payment of Assessments for Common Expenses.

4.27 Authorize Private Use of the Common Elements. The Board of Directors may authorize Unit Owners or others to use portions of the Common Elements, such as social rooms and meetings rooms, for private parties and gatherings. Reasonable charges may be imposed provided a lease is entered into between the Association and the Unit Owner.

4.28 Repair or Reconstruct Improvements After Casualties.

V. OFFICERS

5.1 Executive Officers. The executive officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, a Secretary, and an Assistant Secretary. The officers shall be elected annually by the Board of Directors and may be removed without cause at any meeting by a vote of a majority of all of the Directors. A person may hold more than one office except that the President may not also be the Secretary or Assistant Secretary. No person shall sign an instrument nor perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 President. The President shall be the chief executive officer of the Association. He or she shall have all of the powers and duties that usually are vested in the office of President of an association, including but not limited to the power to appoint committees from among the members to assist in the conduct of the affairs of the Association as he or she may determine appropriate. The President shall preside at all meetings of the Board.

5.3 Vice President. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He or she also shall assist the President and exercise those other powers and perform those other duties as shall be prescribed by the Directors.

5.4 Secretary and Assistant Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He or she shall attend to the serving of all notices to the members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He or she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of an Association and as may be required by the Directors or the President. The Assistant Secretary shall support the Secretary and shall perform the Secretary's duties in the Secretary's absence.

5.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He or she shall keep books of account for the Association in accordance with good accounting practices, that, together with substantiating papers, shall

be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the Board at reasonable intervals and shall perform all other duties incident to the office of treasurer. All money and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.

5.6 Compensation. The compensation, if any, of all officers and other employees of the Association shall be fixed by the Board of Directors. This provision shall not preclude the Board from employing a Director as an employee of the Association or preclude contracting with a Director for the management of the Condominium.

VI. FISCAL MANAGEMENT

6.1 Board Adoption of Budget. The Board of Directors shall adopt a budget for the Common Expenses of the Association in advance of each fiscal year at a special meeting of the Board called for that purpose at least 45 days before the end of each fiscal year.

6.2 Budget Requirements. The proposed annual budget of Common Expenses shall be detailed and shall show the amount budgeted by accounts and expense classifications, including, when applicable, but not limited to:

- a. Administration of the Association.
- b. Management fees.
- c. Maintenance.
- d. Rent for recreational and other commonly used facilities.
- e. Taxes on Association property.
- f. Taxes on leased areas.
- g. Insurance.
- h. Security provisions.
- i. Other expenses.
- j. Operating capital.
- k. Fees payable to the Division of Florida Land Sales, Condominiums, and Mobile Homes.

l. Reserve accounts for capital expenditures and deferred maintenance, including, but not limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula based on estimated remaining useful life and estimated replacement cost of each reserve item. Reserves must be included in the proposed annual budget but may be removed from the final budget if by vote of the majority of the members present at a duly called meeting of the Association they shall determine for a fiscal year to provide no reserves or reserves less adequate than required by F.S. 718.112(2)(f). If a meeting of the Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and the result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect.

6.3 Notice of Budget Meeting. The Board of Directors shall mail a meeting notice and copies of the proposed annual budget to the Unit Owners not less than 14 days before the meeting at which the budget will be considered. The meeting shall be open to all the Unit Owners.

6.4 **Member Rejection of Excessive Budget.** If the Board of Directors adopts in any fiscal year an annual budget which requires assessments against Unit Owners which exceed 115 percent of Assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Unit Owners to consider a substitute budget if the board receives, within 21 days after adoption of the annual budget, a written request for a special meeting from at least 10 percent of all voting interests. The special meeting shall be conducted within 60 days after adoption of the annual budget. At least 14 days prior to such special meeting, the Board shall hand deliver to each Unit Owner, or mail to each Unit Owner at the address last furnished to the Association, a notice of the meeting. An officer or manager of the Association, or other person providing notice of such meeting shall execute an affidavit evidencing compliance with this notice requirement, and such affidavit shall be filed among the official records of the Association. Unit Owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board shall take effect as scheduled. Any determination of whether Assessments exceed 115 percent of Assessments for the prior fiscal year shall exclude any authorized provision for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses of the Association which the Board does not expect to be incurred on a regular or annual basis, or Assessments for betterments to the Condominium Property.

6.5 **Alternative Budget Adoption by Members.** At its option, for any fiscal year, the Board of Directors may propose a budget to the Unit Owners at a meeting of members or in writing. If the proposed budget is approved by the Unit Owners at the meeting or by a majority of all voting interests in writing, the budget shall be adopted.

6.6 **Budget Restraints on Developer.** As long as the Developer is in control of the Board of Directors, the Board shall not impose an Assessment for any year greater than 115% of the previous year's Assessment without approval of a majority of all voting interests other than those held by the Developer.

6.7 **Accounting Records and Reports.** The Association shall maintain accounting records in the county in which the Condominium is located, according to good accounting practices. The records shall be open to inspection by any Association member or the authorized representative of the member at all reasonable times. The records shall include, but are not limited to:

- a. Accurate, itemized, and detailed records of all receipts and expenditures.
- b. A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each Assessment, the amount paid on the account, and the balance due.
- c. All audits, reviews, accounting statements, and financial reports of the Association or Condominium.
- d. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one year. Within 60 days after the end of each fiscal year, the Board of Directors shall mail or furnish by personal delivery to each Unit Owner a complete financial report of actual receipts and expenditures for the previous 12 months.

6.8 **Depository.** The depository of the Association shall be those banks or savings and loan associations, state or federal, located in Florida, as shall be designated from time to time by the Board of Directors and in which the money for the Association shall be deposited. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons authorized by the Board of Directors.

6.9 **Fidelity Bonding or Insurance of Persons Controlling or Disbursing Funds.** The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or

disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks and the President, Secretary, and Treasurer of the Association. The Association shall bear the cost of bonding.

VII. ASSESSMENTS AND COLLECTION

7.1 Assessments, Generally. Assessments shall be made against the Units not less frequently than quarterly in the discretion of the Board of Directors. The Assessments shall be made in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The Assessment funds shall be collected against Units in the proportions or percentages provided in the Declaration.

7.2 Special Assessments. The specific purpose or purposes of any special Assessment, including emergency Assessments, that cannot be paid from the annual Assessment for Common Expenses, as determined by the Board of Directors, shall be set forth in a written notice of the Assessment sent or delivered to each Unit Owner. The notice shall be sent or delivered within the time before the payment or initial payment thereunder shall be due, as may be reasonable or practicable in the circumstances. Special Assessments shall be paid at the times and in the manner that the Board may require in the notice of the Assessment. The funds collected under a special Assessment shall be used only for the specific purpose or purposes set forth in the notice, or returned to the Unit Owners. Excess funds may be used to reduce the next year's annual Assessments. On completion of the specific purpose or purposes, however, any excess funds shall be considered Common Surplus.

7.3 Charges for Other than Common Expenses. Charges by the Association against individual members for other than Common Expenses shall be payable in advance and the billing and collection thereof may be administered by the Association. Charges for other than Common Expenses may be made only after approval of a member or when expressly provided for in the Declaration or other Condominium Documents. These charges may include, without limitation, charges for the use of the Condominium Property or recreation area, maintenance services furnished at the expense of a member, and other services furnished for the benefit of a member.

7.4 Liability for Assessments. Each Unit Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments that come due while he or she is the Unit Owner. The Unit Owner and grantee are jointly and severally liable for all unpaid Assessments that came due up to the time of transfer of title. A first mortgagee or its successor or assignee who acquires title to a unit by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that became due before the mortgagee's acquisition of title is limited to the lesser of:

- a. the unit's unpaid Common Expenses and regular periodic Assessments that accrued or came due during the six months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or
- b. one percent of the original mortgage debt.

The provisions of this paragraph shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the mortgagee.

A Unit Owner's liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Element or by abandonment of the Unit for which the Assessments are made.

7.5 Assessments; Amended Budget. If the annual Assessment proves to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors. Unpaid Assessments for the remaining portion of the year for which an amended Assessment is made shall be payable in as many equal installments as there are installment payment dates remaining in the budget year as of the date of the amended Assessment. The budget shall not be amended for emergency or special nonrecurring expenses.

7.6 Collection: Interest, Application of Payment. Assessments and installments on them, if not paid within 10 days after the date they become due, shall bear interest at the rate of 18% per year until paid. All Assessment payments shall be applied first to interest and then to the Assessment payment due.

7.7 Lien for Assessment. The Association has a lien on each Condominium Parcel to secure the payment of Assessments. The lien is effective for one year after the claim of lien is recorded in the public records of St. Johns County unless, within that time, an action to enforce the lien is commenced. The claim of lien shall secure all unpaid Assessments that are due and that may accrue after the recording of the claim of lien and before the entry of a certificate of title, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. The lien is subordinate to any mortgage on the Condominium Parcel recorded before it.

7.8 Collection: Suit, Notice. The Association may bring an action to foreclose any lien for Assessments in the manner that a mortgage of real property is foreclosed. It also may bring an action to recover a money judgment for the unpaid assessment without waiving any claim of lien. The Association shall give notice to the Unit Owner of its intention to foreclose its lien at least 30 days before the foreclosure action is filed. The notice shall be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address.

7.9 Fines. Before levying a fine under section 4.25, the Board of Directors shall afford an opportunity for hearing to the party against whom the fine is sought to be levied, after reasonable notice of not less than 14 days. Said hearing shall be held before a committee of other Unit Owners. The notice shall include:

- a. a statement of the date, time and place of the hearing;
- b. a statement of the provisions of the Declaration, these Bylaws, and lawfully adopted Rules and Regulations that have allegedly been violated; and
- c. a short and plain statement of the matters asserted by the Association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved to the Board of Directors and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. No fine may be levied if the committee of other Unit Owners do not agree with the fine. Each day of violation shall be a separate violation. The affected Unit Owner, whether the offending party or not, shall always be given notice of the hearing. No fine shall become a lien against a Unit.

VIII. ASSOCIATION CONTRACTS, GENERALLY

8.1 Fair and Reasonable; Cancellation. Any contracts made by the Association before the Unit Owners assume control from the Developer must be fair and reasonable. All contracts for the operation, maintenance, or management of the Association or property serving the Unit Owners, made by the Association, whether before or after assumption of control of the Association by the Unit Owners, must not be in conflict with the powers and duties of the Association or the rights of the Unit Owners. Contracts made by the Association before the Unit Owners assume control may be canceled by the Unit Owners after assumption of control in the manner and under the circumstances as provided in the Act.

8.2 Laundry-Related Vending Equipment. The Developer may obligate the Association under lease or other contractual arrangements for laundry-related vending equipment. The leases or agreements for the vending equipment may not be subject to cancellation by Unit Owners other than the Developer if those leases or agreements contain certain provisions as prescribed by the Act.

8.3 Escalation Clauses in Management Contracts Prohibited. No management contract entered into by the Association shall contain an escalation clause, since they have been declared to be against the public policy of the state of Florida.

8.4 Requirements for Maintenance and Management Contracts. Written contracts for operation, maintenance, and management entered into by the Association must contain certain elements in order to be valid and enforceable. These include, but are not limited to:

- a. Specification of the services, obligations, and responsibilities of the service provider.
- b. Specification of costs for services performed.
- c. An indication of frequency of performance of services.
- d. Specification of minimum number of personnel to provide the contracted services.
- e. The disclosure of any financial or ownership interest that the Developer has in the service provider, if the Developer is in control of the Association.

IX. ASSOCIATION OFFICIAL RECORDS

The Association, from its inception, shall maintain each of the following items when applicable, which shall constitute the official records of the Association:

- a. A copy of the plans, permits, warranties, and other items provided by the Developer under F.S. 718.301(4).
- b. A photocopy of the recorded Declaration of the Condominium operated by the Association and all amendments thereto.
- c. A photocopy of the recorded Bylaws of the Association and all amendments thereto.
- d. A certified copy of the Articles of Incorporation of the Association and all amendments thereto.
- e. A copy of the current Rules and Regulations of the Association.
- f. A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than seven years.
- g. A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and, if known, telephone numbers. Additionally, the Association may require a copy of the deed or other instrument showing each Unit's ownership, together with a copy of any mortgage on the Unit and any satisfaction of that mortgage.
- h. All current insurance policies of the Association and Condominiums operated by the Association.
- i. A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility.

- j. Bills of sale or transfer for all property owned by the Association.
- k. The accounting records required in 6.7.
- l. Ballots, sign-in sheets, and voting proxies, which shall be maintained for a period of one year from the date of the election, vote, or meeting to which the proxy relates.
- m. All rental records when the Association is acting as agent for the rental of Condominium Units.
- n. A copy of the current Frequently Asked Questions and Answers Sheet in a form adopted by the Division of Florida Land Sales, Condominiums, and Mobile Homes.
- o. All other records of the Association not specifically included in the foregoing that are related to the operation of the Association.

The official records of the Association shall be maintained within the state of Florida and shall be open to inspection by any Association member or the authorized representative of the member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Association member. The Association shall provide the records within 10 working days after receipt of a written request. The failure of an association to provide the records within 10 working days after receipt of a written request shall create a rebuttable presumption that the association willfully failed to comply with this paragraph. A unit owner who is denied access to official records is entitled to the actual damages or minimum damages for the association's willful failure to comply with this paragraph. The minimum damages shall be \$50 per calendar day up to 10 days, the calculation to begin on the 11th working day after receipt of the written request. The failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denied access to the records for inspection. Copies of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, and all amendments to each of the foregoing, as well as the question and answer sheet provided for in F.S. 718.504, shall be kept on the Condominium Property and shall be made available to Unit Owners and prospective purchasers on payment by Unit Owners and prospective purchasers of the actual costs for preparing and furnishing these documents to those requesting the same.

X. OBLIGATIONS OF OWNERS

10.1 Violations, Notice, Actions. In the case of a violation (other than the nonpayment of an assessment) by a Unit Owner of any of the provisions of the Act, the Declaration, the Articles, these Bylaws, or any lawfully adopted Rules and Regulations, the Association by direction of its Board of Directors may transmit to the Unit Owner by certified mail, return receipt requested, a notice of the violation. If the violation shall continue for a period of 30 days from the date of the notice, the Association shall have the right to treat the violation as an intentional and material breach of the provision cited in the notice. It then, at its option, may take the following actions:

- a. File an action to recover for its damages on behalf of the Association or on behalf of other Unit Owners.
- b. File an action for injunctive relief requiring the offending Unit Owner to take or desist from taking certain actions.
- c. File an action for both damages and injunctive relief.

A Unit Owner may bring an action against the Association or any Director for damages, injunctive relief, or both, if the Association or a Director willfully and knowingly fails to comply with the provisions of the Act, the Declaration, the Articles, these Bylaws, or the Rules and Regulations.

The foregoing action may be taken in addition to the Association's right to impose fines under section 4.25 of these Bylaws.

10.2 Attorneys' Fees. In any action brought under the provisions of section 10.1, the prevailing party is entitled to recover reasonable attorneys' fees.

10.3 No Waiver of Rights. Neither a Unit Owner nor the Association may waive a provision of the Act if that waiver would adversely affect the rights of a Unit Owner or the purposes of the provision, except that Unit Owners or Board members may waive notice of specific meetings in writing.

XI. ARBITRATION OF INTERNAL DISPUTES

Prior to the institution of court litigation, all issues or disputes must be submitted to the Division of Florida Land Sales, Condominiums, and Mobile Homes of the Department of Business and Professional Regulation for non-binding arbitration in accordance with F.S. 718.1255.

XII. LIABILITY SURVIVES MEMBERSHIP TERMINATION

Termination of membership in the Association shall not relieve or release a former member from any liability or obligation incurred with respect to the Condominium during the period of membership nor impair any rights or remedies that the Association may have against the former member arising out of membership and his or her covenants and obligations incident to that membership.

XIII. LIMITATIONS ON UNIT OWNER LIABILITY FOR USE OF COMMON ELEMENTS

Each Unit Owner may be personally liable for the acts or omissions of the Association relating to the use of the Common Elements. That liability shall be shared with other Unit Owners in the same percentages as their respective interests in the Common Elements. No individual Unit Owner's liability shall exceed the value of his or her Unit.

XIV. CERTIFICATE OF COMPLIANCE

A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Association's Board of Directors as evidence of compliance of the Condominium Units to the applicable fire and life safety code.

XV. PARLIAMENTARY RULES

ROBERT'S RULES OF ORDER (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Act, the Declaration, the Articles, or these Bylaws.

XVI. RULES AND REGULATIONS

16.1 Board May Adopt. The Board of Directors from time to time may adopt and amend reasonable Rules and Regulations governing the details of the use and operation of the Common Elements, Association Property, and recreational facilities serving the Condominium.

16.2 Posting and Furnishing Copies. A copy of the Rules and Regulations adopted from time to time by the Board of Directors, and any amendments to existing Rules and Regulations, shall be posted in a conspicuous place on the Condominium property and a copy furnished to each Unit Owner. No rule, regulation, or amendment shall become effective until 30 days after posting, except in the case of an emergency, in which case the rule, regulation, or amendment shall become effective immediately on posting.

16.3 Limitations on Authority. The Board of Directors may not unreasonably restrict any Unit Owner's right to peaceably assemble or to invite public officers or candidates for public office to appear

and speak in Common Elements, Association Property, Common Areas, and recreational facilities. The Board may not deny any resident of the Condominium, whether tenant or owner, access to any available franchised or licensed cable television service or exact a charge or anything of value in excess of charges normally paid for like services by residents of single-family homes within the same franchise or license area.

16.4 Reasonableness Test. Any rule or regulation created and imposed by the Board of Directors must be reasonably related to the promotion of the health, happiness, and peace of mind of the Unit Owners and uniformly applied and enforced.

XVII. RESTRICTIONS ON AND REQUIREMENTS FOR USE, MAINTENANCE, AND APPEARANCE OF UNITS

17.1 Where Contained. Restrictions on the use, maintenance, and appearance of the individual Condominium Units shall be as stated in the Declaration and no amendments to the restrictions shall be contained elsewhere than in the Declaration as adopted by a vote of the Unit Owners conducted in the manner prescribed in these Bylaws.

17.2 Tests for Validity of Restrictions. Restrictions contained in the Declaration and any amendments duly adopted by a vote of the Unit Owners shall be valid and in the nature of covenants running with the land, unless it is shown that they (1) are wholly arbitrary in their application; (2) are in violation of public policy; or (3) abrogate some fundamental constitutional right.

XVIII. PRIORITIES IN CASE OF CONFLICT

In the event of conflict between or among the provisions of any of the following, the order of priorities shall be, from highest priority to lowest:

- a. The Act, as it existed on the date of recording the Declaration.
- b. The Declaration.
- c. The Articles.
- d. These Bylaws.
- e. The Rules and Regulations.

XIX. INDEMNIFICATION

Every officer and Director of the Association shall be indemnified by the Association against all expenses and liabilities, including reasonable attorneys' fees incurred and imposed in connection with any proceedings to which he or she may be a party, or in which he or she may become involved by reason of being or having been an officer or Director of the Association, whether or not an officer or Director at the time the expenses are incurred. The officer or Director shall not be indemnified if adjudged guilty of gross negligence or willful misconduct or if he or she shall have breached the fiduciary duty to the members of the Association. The Association shall not be liable, however, for payment of a voluntary settlement unless it is first approved by the Board of Directors. The foregoing rights shall be in addition to and not exclusive of all other rights to which the Director or officer may be entitled.

XX. DEFECTIVE CONDOMINIUM DOCUMENTS; CURATIVE PROVISIONS

Under F.S. 718.110(10), the Association or a Unit Owner may petition the circuit court having jurisdiction in the county in which the Condominium Property is situated to correct an error or omission in the Declaration or any other documents required to establish the Condominium, affecting its valid existence, and which errors or omissions are not correctable by the amendment procedures in the

Declaration or the Act. In any case, after three years from the filing of the Declaration, it shall be deemed to be effective under the Act to create a Condominium, whether in fact it substantially complies with the mandatory requirements of the Act or not.

XXI. AMENDMENTS

Amendments to these Bylaws shall be proposed and adopted in the following manner:

21.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

21.2 Adoption. An amendment may be proposed either by a majority of the Board of Directors or by not less than one third of the voting interests of the Association. The amendment shall be adopted if it is approved by not less than two thirds of the voting interests of the Association.

21.3 Limitation. No amendment shall be made that is in conflict with the Act or the Declaration, nor shall any amendment abridge, alter, or amend the rights of the Developer or mortgagees of Units without their consent.

21.4 Recording. A copy of each amendment shall be attached to or included in a certificate certifying that the amendment was duly adopted as an amendment of the Bylaws. The certificate, which shall identify the first page of the book and page of the public records where the Declaration of each Condominium operated by the Association is recorded, shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the county where the Declaration is recorded.


21.5 Format. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended. New words shall be underlined and words to be deleted shall be lined through with hypens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying "SUBSTANTIAL REWORDING OF BYLAW. SEE BYLAW NUMBER FOR PRESENT TEXT."

XXII. CONSTRUCTION

Whenever the context permits or requires, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

The foregoing were adopted as the Bylaws of CASA BELLA ST. AUGUSTINE CONDOMINIUM ASSOCIATION, INC., on May 1, 2006.


CASA BELLA ST. AUGUSTINE
CONDOMINIUM ASSOCIATION, INC.

ATTEST:

Secretary

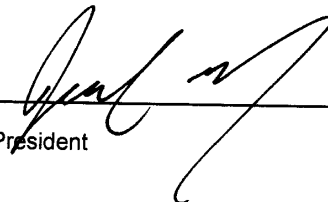
By: 
President

EXHIBIT D

CASA BELLA ST. AUGUSTINE, A CONDOMINIUM RULES AND REGULATIONS

A. GENERAL RULES

1. Passenger automobiles, sport/utility vehicles, mini-trucks, vans, and motorcycles (used for personal transportation and not commercially) that do not exceed the size of one parking space may be parked in the areas provided for that purpose. Garage parking spaces are assigned, and no Unit Owner or occupants may park more than one vehicle in the garage unless additional spaces have been assigned to the Unit. Commercial vehicles, trucks, campers, motor homes, trailers, boats, and boat trailers are prohibited. Bicycles and mopeds will be parked only in the bike storage areas or otherwise as may be designated by the Directors. Vehicle maintenance, except car washing in the designated area, is not permitted on the Condominium Property. All vehicles must be currently licensed and no inoperable or unsightly vehicles may be kept on Condominium Property. The Developer is exempt from this regulation for vehicles engaged in any activity relating to construction, maintenance, or marketing of Units, as are commercial vehicles used by vendors of the Association while engaged in work at the Condominium.

2. Recreational facilities will be used in such a manner as to respect the rights of others, and the Directors may regulate duration of use, set hours of opening and closing, and schedule use of the facilities.

3. No exterior radio, television, or data reception antennas or any exterior wiring for any purpose may be installed without the written consent of the Directors.

4. To maintain harmony of exterior appearance, no one will make any changes to, place anything on, affix anything to, or exhibit anything from any part of the Condominium or Association Property that is visible from the exterior of the building or from the Common Elements without the prior written consent of the Directors. All curtains, shades, drapes, and blinds will be white or off-white in color or lined with material of these colors. Balcony tile and floor covering colors must be approved by the Board.

The above notwithstanding, any Unit Owner may display one (1) portable, removable United States flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps. or Coast Guard, regardless of any Declaration rules or requirements dealing with flags.

5. All Common Elements inside and outside the buildings will be used for their designated purposes only, and nothing belonging to Unit Owners, or their family, tenants, or Guests, will be kept therein or thereon without the approval of the Directors. Such areas will at all times be kept free of obstruction. Owners are financially responsible to the Association for damage to the Common Elements caused by themselves, their tenants, Guests, and family members.

6. One dog (no more than 15 inches tall at the shoulder at maturity) or two cats, and no more than two birds, tropical fish, and other customary non-exotic (snakes are prohibited), quiet, and inoffensive household pets not being kept or raised for commercial purposes will be permitted with the following conditions:

- a. No pets will be permitted in the pool area, leashed or unleashed.
- b. Elsewhere on the Common Elements and Condominium Common Property, pets will be under handheld leash or carried at all times.
- c. Messes made by pets must be removed by owners or handlers immediately. The Directors may designate portions of the property to be used to accommodate the reasonable requirements of Unit Owners who keep pets.

d. Pets that are vicious, noisy, or otherwise unpleasant will not be permitted in the Condominium. In the event that a pet has, in the opinion of the Board of Directors, become a nuisance or an unreasonable disturbance, written notice will be given to the owner or other person responsible for the pet, and the pet must be removed from the Condominium Property within three days.

e. Guests and tenants are not permitted to have pets without Director approval.

f. The Board of Directors has the authority and discretion to make exceptions to the limitations in this regulation in individual cases and to impose conditions concerning the exceptions.

7. Disposal of garbage and trash will be only by use of receptacles approved by the Association or by use of the garbage disposal units. Specifically, trash placed in trash chutes must be securely bagged and may not contain breakable glass objects. Breakable glass objects must be left in the trash chute rooms for pickup by the housekeeper. Food and vegetable scraps are to be disposed of in the individual Unit garbage disposals.

8. All non-owner persons occupying Units will be registered with the manager or other designate of the Association at or before the time of their occupancy of the Unit. This includes renters and houseguests.

Units may not be rented for periods of less than 30 consecutive days nor more than three times a year. A copy of these Rules and Regulations must be given to the tenants and Guests by the Unit Owner or the Unit Owner's agent. No Unit may be permanently occupied by more persons than the number of bedrooms times two, nor may more persons, including Guests, occupy a Unit overnight than the number of bedrooms times two, plus two.

This regulation may not be amended in a way that would be detrimental to the sales of Units by the Developer as long as the Developer holds Units for sale in the ordinary course of business.

9. The Association shall retain a passkey to the Units, and the Unit Owners shall provide the Association with a new or extra key whenever locks are changed or added for the use of the Association pursuant to its statutory right to access to the Units. Duplication of Unit Owners' keys to Common Element facilities is restricted in the interest of security. Such keys will be duplicated only with the assistance of the resident manager.

10. Children will be under the direct control of a responsible adult. Children under 12 may not use the pool or waterfront areas unaccompanied by an adult. Children also will not be permitted to run, play tag, or act boisterously on the Condominium Property. Skateboarding, "Big Wheels," or loud or obnoxious toys are prohibited. Children may be removed from the Common Areas for misbehavior by or on the instructions of the Directors.

11. Loud and disturbing noises are prohibited. All radios, televisions, tape machines, compact disc players, stereos, singing, and playing of musical instruments, etc., will be regulated to sound levels that will not disturb others. If such noise-producing items are used at or in the vicinity of the pool, they must be used only with earphones. No vocal or instrumental practice is permitted after 10:00 p.m. or before 9:00 a.m.

12. Use of barbecue grills will be allowed only in areas designated as safe and appropriate by the Directors and shall not be permitted or stored in any Unit or outside porch area.

13. Illegal and immoral practices are prohibited.

14. Lawns, shrubbery, or other exterior plantings will not be altered, moved, or added to without permission of the Association.

15. No glass of any kind will be permitted in the pool area. Any liquid refreshments consumed

near the pool area will be in non-breakable containers.

16. Laundry, bathing apparel, and beach and porch accessories will not be maintained outside of the Units or Limited Common Elements (balconies, terraces, and cabanas), and such apparel and accessories will not be exposed to view.

17. No nuisance of any type or kind will be maintained on the Condominium Property.

18. Nothing will be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on the building or contents of the building without the prior written consent of the Directors. No owner will permit anything to be done or kept in the owner's Unit or in the Common Elements that will result in the cancellation of insurance on the building or the contents of the building, or that would be in violation of any law or building code.

19. Persons moving furniture and other property into and out of Units must use the designated access door into the Condominium. All such moving must take place Mondays through Saturdays between the hours of 8:00 a.m. and 5:00 p.m. only. Moving vans and trucks used for this purpose may remain on Condominium Property only when actually in use.

20. Repair, construction, decorating, or remodeling work will be done on Mondays through Saturdays between the hours of 8:00 a.m. and 5:00 p.m. only, and the rules for decorators and subcontractors must be complied with.

21. These Rules and Regulations will apply equally to owners, their families, Guests, domestic help, and lessees.

22. The Board of Directors of the Association may impose a \$100 fine for each violation of these Rules and Regulations or any violation of the Condominium Documents.

23. The Condominium and management staff are not permitted to do private work for Unit owners, their families, tenants, or Guests while on duty. If both parties are agreeable, staff may assist such persons privately when off duty.

24. All Condominium Unit windows are a special architect-approved laminated glass and have been designed and installed to meet or exceed the wind load and windborne debris impact standards for St. Johns County, Florida. Consequently, such windows in the Condominium Units, as built, meet or exceed the requirements of the applicable building code for hurricane protection. For this reason and for the purpose of preserving the aesthetic appearance of the building, hurricane shutters will not be installed on or over any windows in the Condominium Units without prior consent of the design committee or Directors. If such windows in the Condominium Units are replaced, they must be replaced with laminated architectural glass equal to or exceeding the specifications of the original glass, and must comply with the applicable building code.

25. These Rules and Regulations do not purport to constitute all of the restrictions affecting the Condominium and Common Property. Reference should be made to the Condominium and community Association Documents.

B. RULES FOR UNIT OWNER PARTICIPATION IN BOARD OF DIRECTORS MEETINGS, A BUDGET COMMITTEE MEETING, AND A MEETING OF ANY COMMITTEE AUTHORIZED TO TAKE ACTION ON BEHALF OF THE BOARD; LOCATION FOR POSTING NOTICES OF MEETINGS

I. RIGHT TO SPEAK:

1. To the maximum extent practicable, the posted board meeting agenda for each meeting will list the substance of the matters and actions to be considered by the Board.

2. Robert's Rules of Order (latest edition) will govern the conduct of the Association meeting when not in conflict with the Declaration of Condominium, the Articles of Incorporation, or the Bylaws.

3. After each motion is made and seconded by the Board members, the meeting chairperson will permit Unit Owner participation regarding the motion on the floor. Such time may be limited depending on the complexity and effect on the Association.

4. Unit Owner participation will not be permitted after reports of officers or committees unless a motion is made to act on the report, or the chairperson determines that it is appropriate or is in the best interest of the Association.

5. A Unit Owner wishing to speak must first raise his or her hand and wait to be recognized by the chairperson.

6. While a Unit Owner is speaking, he or she must address only the chairperson; no one else is permitted to speak at the same time.

7. A Unit Owner may speak only once for not more than three minutes, and only on the subject or motion on the floor.

8. The chairperson, by asking if there is any objection and hearing none, may permit a Unit Owner to speak for longer than three minutes, or to speak more than once on the same subject. The objection, if any, may be that of a Board member only, and if there is an objection the question will be decided by Board vote.

9. The chairperson will have the sole authority and responsibility to see to it that all Unit Owner participation is relevant to the subject or motion on the floor.

II. RIGHT TO VIDEO OR AUDIOTAPE:

1. Audio and video equipment and devices that Unit Owners are authorized to use at any such meeting must not produce distracting sound or light emissions.

2. Audio and video equipment will be assembled and placed in a location that is acceptable to the Board or the committee before the beginning of the meeting.

3. Anyone videotaping or recording a meeting will not be permitted to move about the meeting room in order to facilitate the recording.

4. At least 24 hours' advance written notice will be given to the Board by any Unit Owner desiring to use any audio/video equipment to record a meeting.

III. LIMITATION ON THE ASSOCIATION'S OBLIGATION TO RESPOND TO WRITTEN INQUIRIES: THE ASSOCIATION SHALL NOT BE OBLIGATED TO RESPOND TO MORE THAN ONE WRITTEN INQUIRY FROM A UNIT OWNER FILED BY CERTIFIED MAIL IN ANY GIVEN 30-DAY PERIOD. ANY ADDITIONAL INQUIRY OR INQUIRIES SHALL BE RESPONDED TO IN THE SUBSEQUENT 30-DAY PERIOD OR PERIODS.

IV. ALL NOTICES OF MEMBERSHIP, DIRECTORS, AND COMMITTEE MEETINGS AT WHICH UNIT OWNERS ARE ENTITLED TO PARTICIPATE WILL BE POSTED IN THE LOCKED, GLASS-FRONTED BULLET AT THE FRONT ENTRANCE OF THE COMMUNITY.

EXHIBIT E
LEGAL DESCRIPTION

Tract "A", REPLAT OF ST. AUGUSTINE SHORES UNIT TWO, according to the map or plat thereof as recorded in Plat Book 13, Page 122 of the Public Records of St. Johns County, Florida.

Tract "B", REPLAT OF ST. AUGUSTINE SHORES UNIT TWO, according to the map or plat thereof as recorded in Plat Book 13, Page 123 of the Public Records of St. Johns County, Florida.

Tract "E", REPLAT OF ST. AUGUSTINE SHORES UNIT TWO, according to the map or plat thereof as recorded in Plat Book 13, Page 121 of the Public Records of St. Johns County, Florida.

Together with that certain Easement created by instrument recorded in Official Record Book 2354, Page 1809, Public Records of St. Johns County, Florida.

Parcel Identification Number: 272001-0000 and 272005-0000

EXHIBIT F

Unit	Percentage of Ownership of Common Elements	Unit	Percentage of Ownership of Common Elements	Unit	Percentage of Ownership of Common Elements	Unit	Percentage of Ownership of Common Elements
1-1	1/56 or 1.7857%	2-7	1/56 or 1.7857%	5-1	1/56 or 1.7857%	7-3	1/56 or 1.7857%
1-2	1/56 or 1.7857%	2-8	1/56 or 1.7857%	5-2	1/56 or 1.7857%	7-4	1/56 or 1.7857%
1-3	1/56 or 1.7857%	3-1	1/56 or 1.7857%	5-3	1/56 or 1.7857%	7-5	1/56 or 1.7857%
1-4	1/56 or 1.7857%	3-2	1/56 or 1.7857%	5-4	1/56 or 1.7857%	7-6	1/56 or 1.7857%
1-5	1/56 or 1.7857%	3-3	1/56 or 1.7857%	6-1	1/56 or 1.7857%	7-7	1/56 or 1.7857%
1-6	1/56 or 1.7857%	3-4	1/56 or 1.7857%	6-2	1/56 or 1.7857%	7-8	1/56 or 1.7857%
1-7	1/56 or 1.7857%	3-5	1/56 or 1.7857%	6-3	1/56 or 1.7857%	8-1	1/56 or 1.7857%
1-8	1/56 or 1.7857%	3-6	1/56 or 1.7857%	6-4	1/56 or 1.7857%	8-2	1/56 or 1.7857%
2-1	1/56 or 1.7857%	3-7	1/56 or 1.7857%	6-5	1/56 or 1.7857%	8-3	1/56 or 1.7857%
2-2	1/56 or 1.7857%	3-8	1/56 or 1.7857%	6-6	1/56 or 1.7857%	8-4	1/56 or 1.7857%
2-3	1/56 or 1.7857%	4-1	1/56 or 1.7857%	6-7	1/56 or 1.7857%	8-5	1/56 or 1.7857%
2-4	1/56 or 1.7857%	4-2	1/56 or 1.7857%	6-8	1/56 or 1.7857%	8-6	1/56 or 1.7857%
2-5	1/56 or 1.7857%	4-3	1/56 or 1.7857%	7-1	1/56 or 1.7857%	8-7	1/56 or 1.7857%
2-6	1/56 or 1.7857%	4-4	1/56 or 1.7857%	7-2	1/56 or 1.7857%	8-8	1/56 or 1.7857%

EXHIBIT G

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This instrument prepared by:
ROBERT S. SCHUMAKER, Esq.
3250 S. W. Third Avenue
Miami, Florida 33129

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THE DELTONA CORPORATION
A Delaware corporation

TO WHOM IT MAY CONCERN

DECLARATION OF RESTRICTIONS

WHEREAS, THE DELTONA CORPORATION, a Delaware corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Subdivider" is the owner of the following described property, situate, lying and being in St. Johns County, Florida; and

WHEREAS, the following described property is not subject to any restrictions and limitations of records; and

WHEREAS, it is now desired by the Subdivider to place restrictions and limitations of record as to the below described property located in REPLAT OF ST. AUGUSTINE SHORE UNIT TWO and to limit the use of said property.

NOW, THEREFORE, the Subdivider does hereby declare that the following described property, situate, lying and being in St. Johns County, Florida; to wit:

Tracts "A", "B", "C", "D", "E", "J", "K", "R", "S",
"A-A", "A-B" and "A-R" of REPLAT OF ST. AUGUSTINE
SHORES UNIT TWO, according to the plat thereof, recorded in Plat Book 13, Pages 114 through 124, of the Public Records of St. Johns County, Florida.

is hereby restricted as follows, and all of which restrictions and limitations are intended to be and shall be taken as a consideration for any agreement for deed of conveyance or lease hereafter made, and one of the express conditions thereof; and that said restrictions and limitations are intended to be, and shall be taken as covenants to run with the land, and are as follows; to wit:

Use Restrictions

1.01. The above described tracts shall be described as Multiple Family Residential and restricted to the creation of residential living units and accessory buildings thereon. At no time shall the maximum number of living units for a tract exceed the total as described on the attached Exhibit "A", nor thirty-five feet in height. Living unit shall be equivalent to the term lot as it is used in the Articles of Incorporation and By-Laws for St. Augustine Shores Service Corporation, Inc.

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Setback Restrictions

2.01 No building shall be erected on the above described tracts nearer than twenty (20) feet to the street lines of said tracts nor nearer than ten (10) feet to any other property line, nor nearer than twenty (20) feet to any other building. For the purpose of this covenant, eaves and steps shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on said tracts to encroach upon the abutting property or easement.

Residential Sites and Building Size Restrictions

3.01 Every structure placed on said tracts shall be constructed from new material, unless the use of other than new material therefor shall have received the written approval of the Architectural Design Committee.

3.02 No living unit shall be constructed or maintained upon said tracts which shall have a smaller ground floor area (exclusive of porches, patios, garages and carports) than 960 square feet; provided however, that with the written consent of the Architectural Design Committee, the minimum ground floor area of any living unit may be reduced by not more than 50 square feet, if such reduction, in the opinion of the Committee, would not be detrimental to the appearance of such living unit and to the subdivision.

Nuisances, Trash, Etc.

4.01 No noxious or offensive trade shall be carried on upon said tracts, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4.02 No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said tracts shall at any time be used as a residence, temporarily or permanently, nor shall any residence of temporary character be permitted.

4.03 No sign shall be displayed to the public view on said tracts without prior approval of the Architectural Design Committee, except one (1) sign of not more than forty (40) square inches advertising property for sale or rent. The Subdivider, however, may erect and

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maintain on said property any signs and other advertising devices as it may deem necessary or proper in connection with the conduct of its operations for the development, improvement, subdivision and sale of said property, regardless of whether they conform to the above standards.

4.04 No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon said tracts, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any tract. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any tract.

4.05 No animals, livestock or poultry of any kind shall be raised, bred or kept on said tracts, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided they are maintained under control at all times.

4.06 Said tracts shall not be used or maintained as a dumping ground for rubbish, trash, garbage, derelict vehicles or fixtures, and other waste shall not be allowed to accumulate and shall not be kept except in sanitary containers, which shall be maintained in a clean and sanitary condition.

4.07 No tractors, trucks or trailers may be parked overnight on said tracts or on any of the streets, roads or lots in this subdivision.

4.08 No clothesline or clothes pole may be placed on said tracts.

4.09 No antenna or aerial shall be installed or placed on said tracts or property or to the exterior of any dwelling or accessory building thereto unless written permission is obtained from the Architectural Design Committee. Standard automobile aerials and standard aerials attached to small portable electronic devices such as radios, shall not be deemed to be prohibited by this section.

4.10 No lawn, fence, hedge, tree or landscaping feature on any of said tracts shall be allowed to become obnoxious, overgrown or unsightly in the sole reasonable judgment of St. Augustine Shores Service Corporation or its duly appointed Architectural Design

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Committee or its agent. In the event that any lawn, fence, hedge, tree or landscaping feature shall become obnoxious, overgrown, unsightly, or unreasonably high, the St. Augustine Shores Service Corporation, as is hereafter described, shall have the right, but not the obligation, to cut, trim or maintain said lawn, fence, hedge, tree or landscaping feature and to charge the owner or lessee or Condominium Association, if in existence, a reasonable sum therefor and the Service Corporation shall not thereby be deemed guilty of a trespass. If said charge is not paid to the Service Corporation within 30 days after a bill therefor is deposited in the mail, addressed to the Condominium Association, or the last known owner or lessee, then said sum shall become delinquent and shall become a lien to be collectible the same as other delinquent fees as set forth in Article 11.00 hereof. The Service Corporation or its agent or the Architectural Design Committee or its agent shall have the right, from time to time, to adopt reasonable rules, regulations and standards governing the conditions of lawns, hedges, fences, trees, and landscaping features including but not limited to standards regarding the height of growth of grass, trees and bushes, condition of lawns, removal of weeds, replacement of dead or diseased lawns and similar standards.

Well Water

5.01 Said tracts shall be limited to the installation and use thereon of one individual well which may only be used for irrigation systems, sprinkler systems, swimming pools or air conditioning. Upon completion of construction of each such well and prior to its being placed into service, a sample of water from the well shall be analyzed by a competent laboratory and the written results of such test shall be furnished to the Utility. The chemical characteristics of the water shall be as set forth by the Public Health Service Drinking Water Standards 1962 (S.) and as amended from time to time, with the exception that there shall be no limits for iron and manganese. No storm water or water from individual water wells located on said tract shall be discharged in such a manner that such water will enter the sewer mains installed by the sewer utility company without written permission from the sewer utility company.

Obstruction to Sightlines

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6.01 No fence, sign, wall, hedge or shrub planting within the the public street right-of-way which obstructs sightlines at elevations between two and six feet above the roadways shall be placed or permitted. No tree shall be permitted to remain within such distance unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

Easements

7.01 All easements of record for utilities, drainage canals and other purposes are hereby reserved as perpetual easements for utility installations and maintenance.

Drainage

8.01 No changes in elevations of the land shall be made to said tracts which will interfere with the drainage of or otherwise cause undue hardship to adjoining property.

Architectural Design Committee

9.01 No buildings, additions thereto, add-ons, accessories, pools, fences, hedges or any other such structures, shall be erected, placed, constructed, altered or maintained upon any portion of said tracts, unless a complete set of plans and specifications therefor, including the exterior color scheme, together with a plot plan indicating the exact location on the building site, shall have been submitted to and approved in writing by the Architectural Design Committee appointed from time to time by the Service Corporation or its duly authorized subcommittee or agent, and a copy of such plans as finally approved are deposited for permanent record with the Committee. Said Committee shall consist of a minimum of two persons, neither of whom shall be required to own property in the Subdivision. Such plans and specifications shall be submitted in writing and for approval, over the signature of the owner or his duly authorized agent, on a form which may be prepared by and shall be satisfactory to the Committee and receipted therefor. The approval of said plans and specifications may be withheld, not only because of their compliance with any of the specific restrictions contained in this and other clauses hereof, but also by reason of the reasonable dissatisfaction of the

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Committee or its agent with the grading plan, location of the structure on the building site, the engineering, color scheme, finish, design, proportions, architecture, shape, height, style or appropriateness of the proposed structure or altered structure, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Committee or its agent, would render the proposed structure inharmonious or out-of-keeping with the general plan of improvement of the Subdivision or with the structures erected on other building sites in the immediate vicinity of the building site on which said structure is proposed to be erected.

9.02 The Committee shall be authorized to establish further reasonable rules and regulations for approval of plans as required by this Article and for approval or interpretation of other matters and things requiring the approval or interpretation of the Committee as otherwise set forth in these restrictions.

9.03 The approval of the Committee for use on any tract of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Committee of its right to object to any of the features or elements embodied in such plans or specifications if and when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided, for use on other tracts.

9.04 If, after such plans and specifications have been approved, any building, fence, wall or other structure or thing shall be altered, erected, placed or maintained upon the tract otherwise than as approved by the Committee, such alterations, erections and maintenance shall be deemed to have been undertaken without the approval of the Committee after having been obtained as required by these restrictions.

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9.05 Any agent or officer of the Service Corporation or the Architectural Design Committee may from time to time at any reasonable hour or hours, in the presence of the occupant thereof, enter and inspect any property subject to these restrictions as to its maintenance or improvement in compliance with the provisions hereof; and the Committee and/or any agent thereof shall not thereby be deemed guilty of any manner of trespass for such entry or inspection.

9.06 For the purpose of making a search upon, or guaranteeing or insuring title to, or any lien and/or interest in, any of said tracts and for the purpose of protecting purchasers and encumbrancers for value and in good faith as against the performance or nonperformance of any of the acts in the restrictions authorized, permitted or to be approved by the Committee, the records of the Committee shall be prima facie evidence as to all matters shown by such records; and the issuance of a certificate of completion and compliance by the Committee showing that the plans and specifications for the improvements or other matters herein provided for or authorized have been approved, and that said improvements have been made in accordance therewith, or of a certificate as to any matters relating to the Committee be prima facie evidence and shall fully justify and protect any title company or persons certifying, guaranteeing or insuring said title, or any lien thereof and/or interest therein, and shall also fully protect any purchaser or encumbrancer in good faith and for value in acting thereon, as to all matters within the jurisdiction of the Committee. In any event, after the expiration of two (2) years from the date of the completion of construction for any structure, work, improvement or alteration, said structure, work, improvement or alteration shall, in favor of purchasers and encumbrancers in good faith and for value, be deemed to be in compliance with all the provisions hereof, unless actual notice executed by the Committee of such noncompletion and/or noncompliance shall appear of record in the

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office of the Clerk of the Circuit Court of St. Johns County, Florida, or legal proceedings shall have been instituted to enforce compliance with these restrictions.

9.07 In the event the Committee or its duly authorized agent fails to take official action with respect to approval or disapproval of any such design or designs or locations or any other matter or thing referred to herein, within thirty (30) days after being submitted and received for in writing, then such approval will not be required, provided that the design and location on the tract conform to and are in harmony with the existing structures on the lots and tracts in this Subdivision. In the event, either with or without the approval of the Committee or its agent, the size and setback requirements of said structure shall conform with the requirements contained in these restrictions.

9.08 Any act, decision or other thing which is required to be done or which may be done in accordance with the provisions of these restrictions by the Committee, may be done by the duly appointed agent or agents of the Committee, which authority may be further delegated.

Provisions for Fees for Maintenance and Upkeep

10.01 Each and every of said living units contained in said tracts shall be subject to the per lot maintenance fees as hereinafter provided. The entity responsible for the collection of the fees and for the disbursement of and accounting for the funds is St. Augustine Shores Service Corporation, Inc., a nonprofit Florida corporation. The operation of the Service Corporation shall be governed by the By-Laws of the Service Corporation, a copy of which is attached to Restrictions affecting certain lots in St. Augustine Shores Subdivision Unit I, recorded in Book 188 at Page 269 of the Official Records of St. Johns County, Florida. No modification or amendment to the By-Laws of said corporation shall be valid unless set forth in or annexed to a duly recorded

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amendment to the By-Laws in accordance with the formalities set forth herein. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering or encumbering any real property or which would change Section 10.03 herein pertaining to the amount and fixing of fees.

10.02 Every owner of real property within said tracts, whether he has acquired ownership by purchase, gift, conveyance, or transfer by operation of law, or otherwise, shall be a member of the Service Corporation and shall be bound by the Certificate of Incorporation and By-Laws of the Service Corporation as they may exist from time to time. Membership shall be divided into Class A membership and Class B membership. Each owner shall automatically be and become a Class A member of this Corporation. Class A membership shall cease and terminate upon the sale, transfer or disposition of the member's interest in said property. The Subdivider, or its successors and assigns shall be the only Class B member of the Service Corporation. The Class B member shall be the only voting member of the Corporation until January 1, 1981, or such prior time as the Class B member shall determine, in its sole judgment, as evidenced by an amendment to the By-Laws of this Corporation at which time the Class A members shall become voting members of the Corporation. At such time as the Class A members become voting members of the Corporation, said members shall be entitled to one vote in the affairs of the Corporation for each living unit owned by said member and the Class B membership shall terminate. In the event a living unit is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one vote which shall be exercised by the owner or person designated in writing by the owners as the one entitled to cast the vote for the membership concerned. Said maintenance and upkeep fees shall not be increased without the prior written consent of the Federal

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Housing Administration (FHA) so long as any mortgages are insured by FHA in St. Augustine Shores Subdivision or so long as a commitment of FHA to the Subdivider to insure mortgages is outstanding.

10.03 The initial monthly fee to be paid to the Service Corporation for maintenance and upkeep as is further described herein upon each and every of said living units subject thereto, whether vacant or occupied, shall be \$8.75. Said fees shall be due and payable in advance on or before the first day of each and every month for the next succeeding month. Initial fees for a partial month may be collected in advance on a prorated basis. The Service Corporation may, but shall not be required to, provide for a reasonable rate of interest to accrue on any of said overdue installments and may change the rate of interest from time to time. Said rate of interest, however, may not exceed the prevailing mortgage rate allowed by the Federal Housing Administration (FHA) from time to time. The Service Corporation may increase said fees from time to time as is hereinafter provided. Said fees may be increased or decreased by the Service Corporation except that the said monthly charge or fee per living unit shall not be raised more than twenty-five (25) percent of the then existing fee during that calendar year. Said fees may not be raised to a sum more than double the initial fees without the joint consent of the owners of record of not less than 51% in number, of all the owners subject thereto who actually vote for or against said increase including the owners of those lots or living units covered by other restrictions containing similar provisions affecting other lots or living units shown on plats of real property of St. Augustine Shores Subdivision whether recorded now or in the future, and if said fees are decreased or extinguished by the Service Corporation, the services provided by the Service Corporation may be decreased or extinguished so that the Service Corporation shall not be required to pay more for the service hereinafter enumerated than is collected by said fees. In regard to said joint consent, the owner of each living unit shall be entitled to one vote for each living unit owned by him and each

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10.04 In the event any sales taxes or other taxes are required to be paid or collected on said fees by any governmental authority, said taxes shall be added to the fees due from time to time.

10.05 The Service Corporation shall not make a profit from the collection of said fees or from the furnishing of the services hereinafter enumerated and all of said fees shall be appropriated and spent for the things hereinafter enumerated, except that the Service Corporation may apply a reasonable portion thereof to be retained as reserves for various contingencies. Said fees shall not be spent or used for any development costs of the Subdivider or for the maintenance and upkeep of any lots or tracts owned by the Subdivider prior to the first sale, conveyance or lease of said lots and tracts by the Subdivider. The Service Corporation shall account to the lot and tract owners as to the method of spending of said funds at least once each and every calendar year. Said accounting shall be made in conformity with generally accepted accounting principles applied on a consistent basis and if said accounting is certified by a Certified Public Accountant, then the accounting shall be conclusively presumed to be accurate as set forth therein.

10.06 The Service Corporation may commingle the sums collected hereunder with those collected under other similar provisions of other recorded restrictions affecting other lands shown on plats of St. Augustine Shores Subdivision, recorded now or in the future in the Public Records of St. Johns County, Florida, which funds are intended thereby to be used for similar purposes.

10.07 Each such fee and interest thereon and reasonable court costs and legal fees expended in the collection thereof shall, from the date it is due, or expended, constitute a lien on the lot or property with respect to which it is due. The Service Corporation may take such action as it deems necessary to collect overdue fees by personal action or by enforcing and foreclosing said lien and the Service Corporation may negotiate disputed

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claims or liens and settle or compromise said claims. The Service Corporation shall be entitled to bid at any sale held pursuant to a suit to foreclose said lien and to apply as a cash credit against its bid, all sums due the Service Corporation covered by the lien foreclosed. In case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the unit, and the Plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same. The Service Corporation may file for record in the Office of the Clerk of the Circuit Court for St. Johns County, Florida, on and after sixty (60) days after a fee is overdue, the amount of said overdue fee, together with the interest and cost thereon and a description of the property and the name of the owner thereof and such additional information as may be desirable, and upon payment in full thereof, the Service Corporation shall execute a proper recordable release of said lien.

10.08 Said lien shall be subordinate to any institutional first mortgage or first trust. Where an institutional first mortgagee or lender of record or other purchasers of a living unit obtains title to the unit as a result of foreclosure of said mortgage or where an institutional first mortgagee of record accepts a deed to said unit in lieu of foreclosure, such acquirer of title, his successors assigns, shall not be liable for the fees due to the Service Corporation pertaining to such unit and chargeable to the former unit owner of such unit which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. The Federal Housing Administration (FHA) shall not be liable for the fees due subsequent to said acquisition until such time as said unit is sold or leased by the FHA or otherwise occupied as a residence or until four months after said acquisition whichever shall first occur. The term "institutional first mortgagee" means a bank, or a savings and loan association, or an insurance company, or a pension fund, or a bona fide mortgage company, or a real estate investment trust, transacting business in Florida which owns or holds a mortgage encumbering a subdivision parcel.

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10.09 Any person who acquires an interest in a living unit, except through foreclosure of an institutional first mortgage of record (or deed in lieu thereof,) including purchasers at judicial sales, shall not be entitled to occupancy of the unit until such time as all unpaid fees due and owing by the former unit owner have been paid.

10.10 The Service Corporation shall have the right to assign its claim and lien rights for the recovery of any unpaid fees to any owner or group of owners or to any third party.

10.11 The purchasers or lessees of living units in said tracts by the acceptance of deeds or leases therefor, whether from the Subdivider or subsequent owners or lessees, or by the signing of contracts or agreements to purchase the same, shall become personally obligated to pay such fees including interest, upon units purchased or agreed to be purchased by them, and if payment is not made as provided for herein, said fees shall constitute a lien on the said unit as otherwise provided for herein, and the Service Corporation shall have and retain the right or power to bring all actions for the collection of such fees and interest and the enforcement of the lien securing the same. Such right and power shall continue in the Service Corporation and its assigns and such obligations to run with the land so that the successors or owners of record of any portion of said property, and the holder or holders of contracts or agreements for the purchase thereof, shall in turn become liable for the payment of such fees and interest which shall have become due during their ownership thereof.

10.12 The Service Corporation shall apply the proceeds received from such fees towards the payment of the cost of any of the following matters and things in any part of St. Augustine Shores Subdivision, whether within the unit partially or fully restricted by other restrictions recorded or intended to be

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OFF REC 443 PAR 656

recorded or recorded in the future in the Public Records of St. Johns County, Florida, affecting properties located in St. Augustine Shores Subdivision, namely:

- (A) Improving or maintaining such streets, swales, parks and other open spaces, including all grass plots and other planted areas within the line of rights-of-way, which areas exist for the general use of all the lot and tract owners in St. Augustine Shores Subdivision or for the general public, whether or not a reservation for the public is dedicated or recorded and whether or not said areas are owned by the Subdivider or the Service Corporation or any third person, and whether or not said areas are dedicated rights-of-ways now existing or hereafter created, and whether or not they shall be maintained for public use or for the general use of the owners of lots or parcels within said Subdivision and their successors in interest, insofar as such are not adequately provided by governmental authority. Such maintenance may include, but shall not be limited to, the cutting of grass, plantings, bushes, hedges and removing of grass and weeds therefrom and all other things necessary and desirable in order to keep the Subdivision and the streets and public areas contiguous thereto neat, attractive, and in good order.
- (B) The cleaning and lighting of streets, walkways, pathways and public areas within or bordering upon the Subdivision, collecting and disposing of rubbish and litter therefrom but only until such time as such are adequately provided for by governmental authority.
- (C) Taxes and assessments, if any, which may be levied upon any of the properties described in Paragraph 10.14 (A) through (D) and due and payable by the Subdivider or the Service Corporation.
- (D) The Service Corporation shall have the right, from time to time to expend said proceeds for other purposes.

REF 443 PAGE 657

not inconsistent herewith, for the health, safety, welfare, aesthetics or better enjoyment of the community.

10.13 The enumeration of the matters and things for which the proceeds may be applied shall not require that the Service Corporation actually spend the said proceeds on all of said matters and things or during the year that said fees are collected and the Service Corporation shall apportion the monies between said matters and things and at such times as it may determine in its sole judgment to be reasonably exercised.

10.14 No living unit owner, parcel owner or lessee shall be excused from the payment of the fees provided for herein because of his or her failure to use any of the said facilities to be maintained.

10.15 The Service Corporation may assign its rights, duties and obligations under this section, including its right to collect said fees and to have same secured by a lien and its obligation to perform the services required hereunder, by recording an appropriate assignment document in the Official Records of St. Johns County, Florida, making said assignment.

10.16 Reference herein to the fees shall include the fees set forth and shall also include such reasonable collection expenses, court costs and attorney's fees as may be expended in the collection of said fees.

Additional Restrictions

11.01 The Subdivider may, in its sole judgment, to be reasonably exercised, make reasonable modifications, amendments or additions to these restrictions applicable to the said tracts provided, however, that any such additional restrictive covenants or modifications or amendments thereto shall not affect the lien of any mortgage then encumbering any of the said tracts and shall

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REC 443 PAR 658

not affect the rights and powers of any mortgagees under said mortgages and provided further that any additional restrictions, covenants or modifications or amendments shall not change Section 10.04 herein pertaining to the amount and fixing of fees. No modifications, amendments or additions will be made to the restrictions without the prior written approval of the Federal Housing Administration (FHA) so long as any mortgages are insured by FHA in St. Augustine Shores Subdivision or so long as the commitment of FHA to the Subdivider to insure mortgages is outstanding.

Definition of "Successors or Assigns"

12.01 As used in these restrictions, the words "successors or assigns" shall not be deemed to refer to an individual purchaser of a lot or parcel in the Subdivision from the Subdivider, but shall be deemed to refer to the successors or assigns of legal or equitable interests of the Subdivider who are designated as such by an instrument in writing signed by the Subdivider and recorded among the Public Records of St. Johns County, Florida, specifically referring to this provision of these restrictions.

Duration of Restrictions

13.01 These covenants and restrictions are to run with the land and shall be binding upon the undersigned and upon all the parties and all persons claiming under them until March 1, 2010 at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years, unless commencing with the year 1988, by vote of ninety (90) percent of the then owners of all of the lots or tracts in St. Augustine Shores Subdivision, or commencing with the year 2008, by vote of seventy-five (75) percent of the then owners of all of the lots or tracts in St. Augustine Shores Subdivision, it is agreed to change said covenants in whole or in part.

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REF REC 443 PAGE 659

IN WITNESS WHEREOF, the Subdivider, a Delaware corporation, has caused these presents to be executed by its proper officers, who are thereunto duly authorized, and its corporate seal to be affixed, at Miami, Dade County, Florida, this 14th day of February 1980.

Witnesses:

Christoph P. Stach
[Signature]

THE DELTONA CORPORATION

By *[Signature]*
William H. O'Dowd, Jr.
Vice Chairman of the Board

Attest: *[Signature]*
Michelle R. Garbis
Secretary

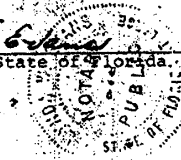
STATE OF FLORIDA)
) ss.
COUNTY OF DADE)

I HEREBY CERTIFY that on this 14th day of February 1980, before me personally appeared William H. O'Dowd, Jr. and MICHELLE R. GARBIS, Vice Chairman of the Board and Secretary respectively of THE DELTONA CORPORATION, a Delaware corporation, to me known to be the persons described in and who executed the foregoing instrument as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Miami, in the County of Dade and State of Florida, the day and year last aforesaid.

My commission expires: 8-15-80

[Signature]
Notary Public, State of Florida
at Large



NOTARY PUBLIC STATE OF FLORIDA
COMMISSION EXPIRES 8-15-80

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EXHIBIT "A"

REC 443 PAGE 660

Maximum number of living unit allowed for multi-family tracts within A Regl^{ns} of St. Augustine's Shores Unit Two.

Tract	Maximum Units
A	24
B	30
C	50
D	62
E	62
J	84
K	84
N	68
S	135
A-A	22
A-B	17
A-R	195

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.

1980 FEB 29 AM 11:18

Oliver Santos
CLERK CIRCUIT COURT

BEST COPY

80-13807

REC 470 63

This instrument was prepared by
RICHARD M. BRENNER, Attorney
3250 S. W. Third Avenue
Miami, Florida 33129

CERTIFIED RESOLUTION
AMENDING

BY-LAWS OF ST. AUGUSTINE SHORES SERVICE CORPORATION, INC.
AND
DECLARATION OF RESTRICTIONS RECORDED WITH RESPECT TO UNITS ONE
THREE, FOUR, FIVE AND A REPLAT OF UNIT TWO OF THE
ST. AUGUSTINE SHORES SERVICE CORPORATION, INC.

I, MICHELLE R. GARBIS, Secretary of the St. Augustine Shores Service Corporation, Inc., a Florida corporation (hereinafter referred to as the "Corporation"), hereby certify that a Special Meeting of the members of the Corporation was duly called and held on September 26, 1980, and that at said meeting, the Class A members voted to delay the transfer of control and operation of the Corporation to the Class B members until January 1, 1983. Based upon the vote of the Class A members, the Board of Directors held a duly called meeting on October 3, 1980, and at said meeting, at which a quorum was present and voting throughout, the following resolutions were duly and unanimously adopted:

RESOLVED, that Article IV Section 2 of the By-Laws of the Corporation be amended to reflect the vote of the Class A members to delay the transfer of the operation and control of the Service Corporation to the Class members until January 1, 1983, and shall read as follows:

Section 2. Classes and Voting: Membership shall be divided into two classes, namely, Class A and Class B. Class A members shall consist of the lot owners and the sole Class B member shall be The Deltona Corporation. The Class B member shall be the only voting member of the Corporation until January 1, 1983, or such prior time as the Class B member shall determine, in its sole judgment, as evidenced by an amendment to the By-Laws of this Corporation at which time the Class A members shall become voting members of the Corporation. At such time as the Class A members become voting members of the Corporation, said members shall be entitled to one vote in the affairs of the Corporation for each lot, tract or parcel owned by said member and the Class B membership shall terminate. In the event a lot, tract or parcel is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one vote which shall be exercised by the owner or person designated in writing by the owners as the one entitled to cast the vote for the membership concerned.

OFF REC 470 PAGE 64

RESOLVED that Section 11.02 of the Declaration of Restrictions of:

ST. AUGUSTINE SHORES UNIT ONE according to the plat thereof, recorded in Plat Book 11, Pages 63 through 71 inclusive, of the Public Records of St. Johns County, Florida, less and excepting Tracts A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, and X, also lots 1 through 6, inclusive of Block 12;

Section 11.03 of the Declaration of Restrictions of:

A. Replat of lot Two pertaining to the following lots located in St. Johns County: Lots 1 thru 42, Block 135; Lots 1 thru 10, Block 136; Lots 1 thru 8, Block 137; Lots 1 thru 11, Block 138; Lots 1 thru 15, Block 139; Lots 1 and 2, Block 140; Lots 1 thru 7, Block 141; Lots 1 thru 9, Block 142; Lots 1 thru 10, Block 143; Lots 1 thru 8, Block 144; Lots 1 thru 11, Block 145; Lots 1 thru 34, Block 146; Lots 1 thru 22, Block 147; Lots 1 thru 35, Block 148; Lots 1 thru 18, Block 149; Lots 1 thru 5, Block 150; Lots 1 and 2, Block 151; Lots 1 thru 4, Block 152 of A REPLAT OF ST. AUGUSTINE SHORES UNIT TWO, according to the plat thereof recorded in Plat Book 13, Pages 114 thru 124, inclusive of the Public Records of St. Johns County, Florida;

Section 11.02 of the Corrective Declaration of Restrictions of:

ST. AUGUSTINE SHORES UNIT THREE according to the plat thereof, recorded in Plat Book 12, Pages 27 through 35 inclusive, of the Public Records of St. Johns County, Florida, less and excepting Tracts A, B, C, D, E, F, G;

Section 10.03 of the Declaration of Restrictions for:

that certain parcel of land lying and being part of Tract "C" of ST. AUGUSTINE SHORES UNIT FOUR, according to the Plat or Map thereof, recorded in Plat Book 13, Pages 31 through 38, inclusive, of the Public Records of St. Johns County, Florida;

Section 12.03 of the Declaration of Restrictions for:

ST. AUGUSTINE SHORES UNIT FOUR according to the plat thereof, recorded in Plat Book 13, Pages 31 through 38, inclusive, of the Public Records of St. Johns County, Florida, less and excepting Tracts A, B, C, D, E, F and G;

and Section 11.03 of the Declaration of Restrictions for:

ST. AUGUSTINE SHORES UNIT FIVE according to the plat thereof recorded in Plat Book 14, Pages 21 through 24, of the Public Records of St. Johns County, Florida, less and except Tracts A, B, C, D, E, F, G, H, J, K, L and P;

Recommended and shall read as follows:

Every owner of any of said lots, whether he has acquired the Ownership by purchase, gift, conveyance, or transfer by operation of law, or otherwise, shall be a member of the Service Corporation and shall be bound by the Certificate of Incorporation and By-Laws of the Service Corporation as they may exist from time to time. Membership shall be divided into Class A membership and Class B membership. Each lot

off 470 PAGE 65

owner shall automatically be and become a Class A member of this Corporation. Class A membership shall cease and terminate upon the sale, transfer or disposition of the member's lot. The Subdivider, or its successors and assigns shall be the only Class B member of the Service Corporation. The Class B member shall be the only voting member of the Corporation until January 1, 1983, or such prior time as the Class B member shall determine, in its sole judgment, as evidenced by an amendment to the By-Laws of this Corporation at which time the Class A members shall become voting members of the Corporation. At such time as the Class A members become voting members of the Corporation, said members shall be entitled to one vote in the affairs of the Corporation for each lot, tract or parcel owned by said member and the Class B membership shall terminate. In the event a lot, tract or parcel is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one vote which shall be exercised by the owner or person designated in writing by the owners as the one entitled to cast the vote for the membership concerned. Said maintenance and upkeep fees shall not be increased without the prior written consent of the Federal Housing Administration (FHA) so long as any mortgages are insured by FHA in St. Augustine Shores Subdivision or so long as a commitment of FHA to the Subdivider to insure mortgages is outstanding.

RESOLVED, that Section 10.02 of the Declaration of Restrictions For:

Tracts Z and A-E of A REPLAT OF ST. AUGUSTINE SHORES UNIT TWO, according to the plat thereof recorded in Plat Book 13, Pages 114 thru 124 inclusive of the Public Records of St. Johns County, Florida; and for

Tract J of ST. AUGUSTINE SHORES UNIT FIVE, according to the plat thereof recorded in Plat Book 14, Pages 21 thru 24 inclusive of the Public Records of St. Johns County, Florida; and for

Tract K of ST. AUGUSTINE SHORES UNIT FIVE, according to the plat thereof recorded in Plat Book 14, Pages 21 thru 24 inclusive of the Public Records of St. Johns County, Florida; and for

Tract L of ST. AUGUSTINE SHORES UNIT FIVE, according to the plat thereof recorded in Plat Book 14, Pages 21 thru 24 inclusive of the Public Records of St. Johns County, Florida;

be amended and shall read as follows:

Every owner of real property within said tracts, whether he has acquired ownership by purchase, gift, conveyance, or transfer by operation of law, or otherwise, shall be a member of the Service Corporation and shall be bound by the Certificate of Incorporation, and By-Laws of the Service Corporation as they may exist from time to time. Membership shall be divided into Class A membership and Class B membership. Each owner shall automatically be and become a Class A member of this Corporation. Class A membership shall cease and terminate upon the sale, transfer or disposition of the member's interest in said property. The Subdivider, or its successors and assigns shall be the only Class B member of the Service Corporation. The Class B member

OFF REC. 470 PAGE 66

shall be the only voting member of the Corporation until January 1, 1983, or such prior time as the Class B member shall determine, in its sole judgment, as evidenced by an amendment to the By-Laws of this Corporation at which time the Class A members shall become voting members of the Corporation. At such time as the Class A members become voting members of the Corporation, said members shall be entitled to one vote in the affairs of the Corporation for each tract owned by said member and the Class B membership shall terminate. In the event a tract is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one vote which shall be exercised by the owner or person designated in writing by the owners as the one entitled to cast the vote for the membership concerned. Said maintenance and upkeep fees shall not be increased without the prior written consent of the Federal Housing Administration (FHA) so long as any mortgages are insured by FHA in St. Augustine Shores Subdivision or so long as a commitment of FHA to the Subdivider to insure mortgages is outstanding.

RESOLVED, that Section 10.02 of the Declaration of Restrictions for:

Tracts A, B, C, D, E, J, K, R, S, A-A, A-B and A-R of REPLAT OF ST. AUGUSTINE SHORES UNIT TWO, according to the plat thereof, recorded in Plat Book 13, Pages 114 through 124, of the Public Records of St. Johns County, Florida; and for

That certain parcel of land lying in and being all of Tract K of ST. AUGUSTINE SHORES UNIT TWO, according to the map or plat thereof as recorded in Plat Book 11, Pages 95 through 103 inclusive, of the Public Records of St. Johns County, Florida;

be amended and shall read as follows:

Every owner of real property within said tracts, whether he has acquired ownership by purchase, gift, conveyance, or transfer by operation of law, or otherwise, shall be a member of the Service Corporation and shall be bound by the Certificate of Incorporation and By-Laws of the Service Corporation as they may exist from time to time. Membership shall be divided into Class A membership and Class B membership. Each owner shall automatically be and become a Class A member of this Corporation. Class A membership shall cease and terminate upon the sale, transfer or disposition of the member's interest in said property. The Subdivider, or its successors and assigns shall be the only Class B member of the Service Corporation. The Class B member shall be the only voting member of the Corporation until January 1, 1983, or such prior time as the Class B member shall determine, in its sole judgment, as evidenced by an amendment to the By-Laws of this Corporation at which time the Class A members shall become voting members of the Corporation. At such time as the Class A members become voting members of the Corporation, said members shall be entitled to one vote in the affairs of the Corporation for each living unit owned by said member and the Class B membership shall terminate. In the event a living unit is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one vote which shall be exercised by the owner or person designated in writing by the owners as the one entitled to cast the vote for the membership.

BEST COPY

concerned. Said maintenance and upkeep fees shall not be increased without the prior written consent of the Federal Housing Administration (FHA) so long as any mortgages are insured by FHA in St. Augustine Shores Subdivision or so long as a commitment of FHA to the Subdivider to insure mortgages is outstanding.

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"RESOLVED, that the Secretary of the Corporation is authorized and directed to file a certified copy of the foregoing Resolutions pertaining to the amendment of the By-Laws and to the amendment of the Declaration of Restrictions in the Public Records of St. Johns County, Florida and also to be further directed to attach a recorded copy of such resolutions to the minutes of this meeting to be marked and made a part hereof."

As Secretary of St. Augustine Shores Service Corporation, Inc., I further certify that the foregoing resolutions have not been repealed, annulled, or modified in any respect, but remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of St. Augustine Shores Service Corporation, Inc., this 22nd day of October, 1980.

Michelle R. Garbis
MICHELLE R. GARBIS, SECRETARY

Signed, sealed and delivered in the presence of:

Richard M. Brown
Witness
Maria L. Diaz
Witness

FILED AND RECORDED BY
PUBLIC RECORDS DEPT.
ST. JOHNS COUNTY, FLA.
1980 OCT 27 AM 10 38
Alfred J. ...
CLERK OF COURT

STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME, the undersigned Notary Public, authorized to take acknowledgments, personally appeared MICHELLE R. GARBIS, Secretary of St. Augustine Shores Service Corporation, Inc., who deposes and says that she is the Secretary of said Corporation, that she has read the foregoing instrument and knows the contents thereof, that the same are true and correct to her knowledge, and that she is authorized by the Corporation to furnish the foregoing Resolutions.

My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 19 1983
BONDED THRU GENERAL 105 UNDERWRITERS

Russ A. Crawford
Notary Public, State of Florida
at Large

89 15759

OFF REC 474 PAGE 683

CERTIFIED RESOLUTION
AMENDING
BY-LAWS OF ST. AUGUSTINE SHORES SERVICE CORPORATION, INC.
AND
DECLARATIONS OF RESTRICTIONS RECORDED WITH RESPECT TO UNITS ONE,
THREE, FOUR, FIVE AND A REPLAT OF UNIT TWO OF THE
ST. AUGUSTINE SHORES SERVICE CORPORATION, INC.

I, MICHELLE R. GARBIS, Secretary of the St. Augustine Shores Service Corporation, Inc., a Florida corporation (hereinafter referred to as the "Corporation"), hereby certify that a Special Meeting of the Board of Directors was duly called and held on November 24, 1980, and at said meeting, at which a quorum was present and voting throughout, the following resolutions were duly and unanimously adopted:

RESOLVED, that Article I Section 4 of the By-Laws of the Corporation be amended to add a sentence defining The Deltona Corporation and that section shall read as follows:

Section 4. Definitions: As used herein, references to the lots, tracts or parcels of land shall mean the same as in the various Declarations of Restrictions, affecting properly located in St. Augustine Shores Subdivision, St. Johns County, Florida, (hereinafter referred to as the "Restrictions") made by The Deltona Corporation, a Delaware corporation and recorded or intended to be recorded, or recorded in the future in the Official Records of St. Johns County, Florida.

As used herein, reference to The Deltona Corporation shall be deemed to mean and include The Deltona Corporation, its successors, assigns and any of its wholly-owned or financially controlled subsidiaries.

RESOLVED, that Section 11.03 of the Declaration of Restrictions of:

ST. AUGUSTINE SHORES UNIT ONE according to the plat thereof recorded in Plat Book 11, Pages 63 through 71 inclusive, of the Public Records of St. Johns County, Florida, less and excepting Tracts A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W and X, also lots 1 through 6, inclusive of Block 12;

Section 11.04 of the Declaration of Restrictions of:

A Replat of Unit Two pertaining to the following lots located in St. Johns County: Lots 1 thru 42, Block 135; Lots 1 thru 10, Block 136; Lots 1 thru 8, Block 137; Lots 1 thru 11, Block 138; Lots 1 thru 15, Block 139; Lots 1 and 2, Block 140; Lots 1 thru 7, Block 141; Lots 1 thru 9, Block 142; Lots 1 thru 10, Block 143; Lots 1 thru 8, Block 144; Lots 1 thru 11, Block 145; Lots 1 thru 34, Block 146; Lots 1 thru 22, Block 147; Lots 1 thru 35, Block 148; Lots 1 thru 18, Block 149; Lots 1 thru 5, Block 150; Lots 1 and 2, Block 151; Lots 1 thru 4, Block 152 of A REPLAT OF ST. AUGUSTINE SHORES UNIT TWO, according to the plat thereof recorded in Plat Book 13, Pages 114 thru 124, inclusive of the Public Records of St. Johns County, Florida;

REC 474 PAGE 684

Section 11.03 of the Corrective Declaration of Restrictions of

ST. AUGUSTINE SHORES UNIT THREE according to the plat thereof, recorded in Plat Book 12, Pages 27 through 35 inclusive, of the Public Records of St. Johns County, Florida, less and excepting Tracts A, B, C, D, E, F, G;

Section 10.04 of the Declaration of Restrictions for:

that certain parcel of land lying and being part of Tract "C" of ST. AUGUSTINE SHORES UNIT FOUR, according to the Plat or Map thereof, recorded in Plat Book 13, Pages 31 through 38, inclusive, of the Public Records of St. Johns County, Florida;

Section 12.04 of the Declaration of Restrictions for:

ST. AUGUSTINE SHORES UNIT FOUR according to the plat thereof, recorded in Plat Book 13, Pages 31 through 38, inclusive, of the Public Records of St. Johns County, Florida, less and excepting Tracts A, B, C, D, E, F and G;

Section 11.04 of the Declaration of Restrictions for:

ST. AUGUSTINE SHORES UNIT FIVE according to the plat thereof recorded in Plat Book 14, Pages 21 through 24, of the Public Records of St. Johns County, Florida, less and except Tracts A, B, C, D, E, F, G, H, J, K, L and P;

Section 10.03 of the Declaration of Restrictions for:

Tracts Z and A-E of A REPLAT OF ST. AUGUSTINE SHORES UNIT TWO, according to the plat thereof recorded in Plat Book 13, Pages 114 thru 124 inclusive of the Public Records of St. Johns County, Florida; and for

Tract J of ST. AUGUSTINE SHORES UNIT FIVE, according to the plat thereof recorded in Plat Book 14, Pages 21 thru 24 inclusive of the Public Records of St. Johns County, Florida; and for

Tract K of ST. AUGUSTINE SHORES UNIT FIVE, according to the plat thereof recorded in Plat Book 14, Pages 21 thru 24 inclusive of the Public Records of St. Johns County, Florida; and for

Tract L of ST. AUGUSTINE SHORES UNIT FIVE, according to the plat thereof recorded in Plat Book 14, Pages 21 thru 24 inclusive of the Public Records of St. Johns County, Florida; and for

Tracts A, B, C, D, E, J, K, R, S, A-A, A-B and A-R of REPLAT OF ST. AUGUSTINE SHORES UNIT TWO, according to the plat thereof, recorded in Plat Book 13, Pages 114 through 124, of the Public Records of St. Johns County, Florida; and for

That certain parcel of land lying in and being all of Tract K of ST. AUGUSTINE SHORES UNIT TWO, according to the map or plat thereof as recorded in Plat Book 11, Pages 95 through 103 inclusive, of the Public Records of St. Johns County, Florida;

be amended and shall read as follows:

OFF REC 474 PAGE 685

The initial monthly fee to be paid to the Service Corporation for maintenance and upkeep as is further described herein upon each and every of said lots, tracts and living units subject thereto, whether vacant or occupied, shall be \$10.00 commencing January 1, 1981. Said fees shall be due and payable in advance on or before the first day of each and every month for the next succeeding month commencing with the month following the date of deeding of a lot, tract or living unit from Subdivider to a purchaser. Initial fees for a partial month may be collected in advance on a prorated basis. The Service Corporation may, but shall not be required to, provide for a reasonable rate of interest to accrue on any of said overdue installments and may change the rate of interest from time to time. Said rate of interest, however, may not exceed the prevailing mortgage rate allowed by the Federal Housing Administration (FHA) from time to time. The Service Corporation may increase said fees from time to time as is hereinafter provided. Said fees may be increased or decreased by the Service Corporation except that the said monthly charge or fee per lot, tract or living unit shall not be raised more than twenty-five (25) percent of the then existing fee during any one calendar year. Said fees may not be raised to a sum more than double the initial fees without the joint consent of the owners of record of not less than 51% in number, of all the owners subject thereto who actually vote for or against said increase including the owners of those lots, tracts or living units covered by other restrictions containing similar provisions affecting other lots, tracts or living units shown on plats of real property of St. Augustine Shores Subdivision whether recorded now or in the future, and if said fees are decreased or extinguished by the Service Corporation may be decreased or extinguished so that the Service Corporation shall not be required to pay more for the services hereinafter enumerated than is collected by said fees. In regard to said joint consent, the owner of each lot, tract and living unit shall not be entitled to more than one vote.

RESOLVED, that the term "Subdivider" as used in any and all Declarations of Restrictions recorded or to be recorded by The Deltona Corporation, any wholly-owned or financially controlled subsidiary of The Deltona Corporation or by the St. Augustine Shores Service Corporation against any property in the St. Augustine Shores community shall mean, and include The Deltona Corporation and any of its wholly-owned or financially controlled subsidiaries, including Deltona's Mackle-Built Construction Company, Inc.

RESOLVED, that the Secretary of the Corporation is authorized and directed to file a certified copy of the foregoing Resolutions pertaining to the amendment of the Declarations of Restrictions in the Public Records of St. Johns County, Florida and she is further

REC 474 PAR 686

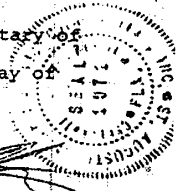
directed to attach a recorded copy of such certified resolutions to the minutes of this meeting to be marked as Exhibit "B" and made a part hereof.

As Secretary of St. Augustine Shores Service Corporation, Inc., I further certify that the foregoing Resolutions have not been repealed, annulled, altered or amended in any respect, but remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of St. Augustine Shores Service Corporation, Inc., this 2nd day of December, 1980.

Michelle R. Garbis

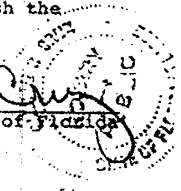
Michelle R. Garbis
MICHELLE R. GARBIS, SECRETARY



STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME, on the day, month and year last aforesaid, the undersigned Notary Public, authorized to take acknowledgements, personally appeared MICHELLE R. GARBIS, Secretary of St. Augustine Shores Service Corporation, Inc., who deposes and says that she is the Secretary of said Corporation, that she has read the foregoing instrument and knows the contents thereof, that the same are true and correct to her knowledge, and that she is authorized by the Corporation to furnish the foregoing Resolutions.

Carrie R. C...
Notary Public, State of Florida
at Large



My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 30 1983
BONDED THRU GENERAL INS. UNDERWRITERS

1980 DEC -4 AM 10:20
Blair...
CLERK OF COURT

82 7805

→ This Instrument Was Prepared By
The Deanna Corporation,
By Madge Marten
1205 S. Wood Avenue
Miami, Florida 33129

CERTIFIED RESOLUTION

OFF REC 540 PAGE 842

L. MICHAEL R. GARRIS, Secretary of St. Augustine Shores Service Corporation, a Florida non-profit corporation (hereinafter referred to as the "Corporation") hereby certify that a special meeting of the Board of Directors of the Corporation was duly called and held on the 26th day of April, 1982, and that at said meeting, at which a quorum was present and voting throughout, the following preambles and resolutions were duly and unanimously adopted:

"WHEREAS, the Declarations of Restrictions recorded in the Official Public Records of St. Johns County, Florida, with respect to Units One, Three, Four and Five and the replat of Unit Two of the St. Augustine Shores Subdivision, St. Johns County, Florida, provide for the Corporation to take such action as may be necessary to collect fees due from each lot, tract and/or parcel owner as provided for in said Declarations of Restrictions; and

WHEREAS, said Declarations of Restrictions provide that if payment of said fees is not made as provided for therein, said fees shall constitute a lien on the respective lots, tracts and/or parcels and the Corporation shall have and retain the right or power to take all action necessary for the collection of such fees and the enforcement of the liens securing the same;

NOW, THEREFORE, BE IT RESOLVED, that Madge Marten be and she is hereby appointed as an agent of the Corporation for the purpose of and with the authority to file, in the name of and in behalf of the Corporation, claims of liens in respect of overdue or delinquent fees as provided for in the Declarations of Restrictions recorded or to be recorded in the Official Public Records of St. Johns County, Florida, with respect to Units One, Three, Four and Five and the replat of Unit Two of the St. Augustine Shores Subdivision, St. Johns County, Florida, and she is further authorized to take such other and further action as is necessary or proper to collect said fees or enforce said liens, including, where necessary, the retention of attorneys to enforce the collection of said fees, together with interest and costs

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thereon, as provided for in the said Declarations of Restrictions and in accordance with the laws of the State of Florida; and the said Madge Marten is further authorized, directed and empowered to execute and record, in the name of and in behalf of the Corporation, upon payment in full of said overdue fees, together with interest and costs, proper releases of said liens.

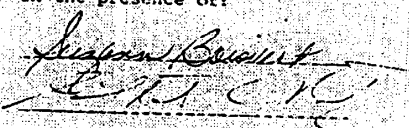
FURTHER RESOLVED, that the authority extended hereby to Madge Marten shall apply only with respect to those lots, tracts and/or parcels with respect to which there is an obligation for the payment of fees and with respect to which the Corporation has the right, as set forth in the respective Declarations of Restrictions, to file claims of liens for delinquent and overdue fees.

As Secretary of St. Augustine Shores Service Corporation, I further certify that the foregoing preambles and resolutions have not been repealed, annulled, altered or amended in any respect, but remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of St. Augustine Shores Service Corporation this 26th day of April, 1982.


Michelle R. Garbis
Secretary

Signed, sealed and delivered
in the presence of:



STATE OF FLORIDA)
COUNTY OF DADE) ss.

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BEFORE ME, the undersigned notary public, authorized to take acknowledgements, personally appeared MICHELLE R. GARBIS, Secretary of St. Augustine Shores Service Corporation, who deposes and says that she is the Secretary of St. Augustine Shores Service Corporation, that she has read the foregoing instrument and knows the contents hereof, that the same are true and correct to her knowledge, and that she is authorized by the Corporation to furnish the foregoing resolution.

[Signature]
Notary Public, State of Florida at Large.

My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION BEGINS AND ENDS IN
DATED THIS 15th DAY OF FEBRUARY 2014

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHN'S COUNTY, FLA.
1992 JUN -7 AM 10 20
Paul "Bull" Merrill
CLERK OF DISTRICT COURT

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ST. AUGUSTINE SHORES SERVICE CORPORATION
790 Christina Drive
St. Augustine, FL 32086

BY – LAWS

ARTICLE 1. GENERAL

Section 1. **Principal Office**

The principal office of the corporation shall be at St. Augustine Shores Service Corporation (hereinafter referred to as the "Corporation"), 790 Christina Drive, St. Augustine, Florida 32086 or at such other place as may be subsequently designated by the Board of Directors of the Corporation.

Section 2. **Resident Agent**

For the purpose of service of process the Corporation shall designate a resident agent or agents which designation may be changed from time to time and whose office shall be deemed an office of the Corporation for the purpose of service of process.

Section 3. **Definitions**

The terms "Members and Shores Property" are those defined in the Articles of Incorporation.

ARTICLE II. DIRECTORS, POWERS, AND MEETINGS

Section 1. **Directors**

A. **Number and term**

The Corporation shall be governed by a Board of Directors, hereinafter referred to as the "Board", consisting of seven members. Directors will be elected to one (1) two year term, alternating between three or four Directors as their respective terms of office expire.

B. **Qualifications**

Directors must be members of the Corporation. Where any lot or lots owned by more than one person or entity, only one owners of the lot or lots may serve as Directors of the Corporation at any one time. Qualified Director Candidates wanting to be included on the Annual Meeting Ballot must submit their name to the Chairman of the Search Committee no later than seventy-five (75) days prior to the call of the Annual Meeting. Any member of the Corporation otherwise qualified to serve on the Board of Directors may also nominate himself or herself as a Candidate for the Board at a Membership Meeting in conformity with Florida Statutes 720.

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C. Compensation

Directors and officers shall not receive compensation for their services as such, but may receive reimbursement for personal "out-of-pocket" expenses incurred in the actual performance of their duties.

D. Resignation, Vacancy and Replacement

Directors may resign at any time by submitting a letter of resignation to the Board. Except as otherwise set forth herein and in the Charter, if the office of any director becomes vacant the remaining Directors shall chose a successor for the unexpired term in respect to which such vacancy occurred.

E. Removal

Except as otherwise set forth herein, any member of the Board of Directors of the Corporation may be removed from the office with or without cause by the vote or agreement in writing by a majority of all votes of the membership or as otherwise provided under Florida Statutes 617.

F. Documents

Directors of the Service Corporation should familiarize themselves with the Articles of Incorporation, By-Laws, Deed Restrictions and Policy Manual. Current copies of these documents and/or publications will be provided for each Director when they assume office.

Section 2. Powers

The property and business of the Corporation shall be managed by the Board which may exercise all corporate powers not specifically prohibited by statute, the Articles of Incorporation, these By-Laws, or the Restrictions. The powers of the Board shall specifically include, but shall not be limited to the following:

A. **Fees:** To establish and collect fees as set forth in the restrictions and establish the time within which payment of same are due subject to the requirements set forth in the Restrictions.

B. **Use of Fees:** To use and expend the fees collected for those proposed set forth in the Restrictions.

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- C. **Procurement of Assests:** To purchase the necessary furniture, vehicles, equipment, material and tools necessary or incidental to the business and purposes of the Corporation.
- D. **Egress:** To enter into and upon the lots and building sites when necessary and with as little inconvenience to the owner as possible in connection with the maintenance of lawns and the enforcement of Restrictions.
- E. **Collection of Delinquent Accounts:** To collect delinquent fees by suit or other legal means.
- F. **Employment:** To employ such personnel as may be necessary or incidental in order to carry out the purposes and functions of the Corporation.
- G. **Contracts:** To enter into such contracts, and bind the Corporation thereby as the Board may deem reasonable in order to carry out the powers, terms and functions of the Board including contracts with any of the property owners. Apart from the limitations on expenses described in Article VII, Section 3, any contract or purchase exceeding thirty-three percent of the calendar year income must be authorized by vote of the Shores Property owners.
- H. **Fines:** To levy fines for violations of deed restrictions in accordance with Florida Statute #617.305.

Section 3. Meetings

- A. **BOARD ORGANIZATION:** The first meeting of the newly elected Board shall be held immediately upon adjournment of the annual General Membership meeting or as soon thereafter as quorum is present.
- B. **Regular:** Regular meetings for the conduct of Board business shall be scheduled at least once a month. Additional meetings also may be scheduled at such times as the Board may select. All meetings of the Board must be posted at least 48 hours in advance and shall be open to the members of the Corporation.
- C. **Quorum:** A majority of the Board shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business. When the quorum has been met, the act of a majority of directors present at any meeting shall be the act of the Board. If a quorum shall not be present at the meeting, an official meeting shall not be held. In the event a quorum is established by telephone, said representation shall be broadcast over the sound system and shall remain available until adjournment.

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D. **Order of Business:** The agenda at all regular meetings of the Board shall ordinarily include the following, (not necessarily in this order):

- (1.) Roll call
- (2.) Communication from members of the Corporation
- (3.) Reading of the minutes of the last meeting
- (4.) Consideration of communications
- (5.) Resignations and elections
- (6.) Reports of Directors and General Manager
- (7.) Reports of Committees
- (8.) Unfinished business
- (9.) Original resolutions and new business

Section 4. **Annual Statement**

The Board shall account to the members not less than once each year commencing with the year 1972 for the total fees collected from the members and the method of disbursement of said funds.

ARTICLE III. OFFICERS

Section 1. **Definition**

All Officers must be Directors. The Officers of the Corporation shall be President, Vice President, Secretary and Treasurer, all of who shall be elected by the Board of Directors at the meeting described in Article II, Section 3A. of the By-Laws. Any two of said Officers may be united in one person, except that the President shall not also be the Treasurer or Secretary of the Corporation. If the Board so determines there may be more than one Vice President.

Section 2. **Tenure of Officers: Removal**

All officers, the general manager, and agents shall be subject to removal, with cause, at any time by a majority vote of the Board of Directors.

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Section 3. The President

- A. The President shall preside at all meetings of the voting membership and of the Directors, have general and active management of the business of the Corporation, see that all orders and resolutions of the Board are carried into effect and execute bonds, mortgages, and other contracts requiring a seal, under the seal of the Corporation. The seal, when affixed, shall be attested by the signature of the Secretary.
- B. He shall have general oversight of all the other officers of the Corporation and shall see to the best of his ability that their duties are performed properly.
- C. He shall submit a report of the operations of the Corporation for the fiscal year to the directors whenever called for by them and from time to time shall report to the Board all matters within his knowledge which the interest of the Corporation may require to be brought to their notice.
- D. He shall be an ex officio member of all committees and shall have the general powers and duties of supervision and management usually vested in the office of the president of a corporation.
- E. The President, after consultation with the Board, shall appoint annually the chair of each committee, or whenever a vacancy occurs.
- F. He shall consult with the Board on all major non-budgeted financial matters, and he shall inform the Board of any legal pursuits or policy issues requiring his decision.

Section 4. The Vice President

The Vice President, in the absence of the President, shall be vested with all the powers and be required to perform all the duties of the President and such other duties as may be prescribed by the President or the Board.

Section 5. The Secretary

- A. The Secretary has oversight responsibility for the activities of the General Manager as they relate to the keeping of the minutes of meetings of the voting membership and of the Board meetings, in one or more books provided for that purpose.

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- B. The Secretary shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law.
- C. The Secretary shall have oversight responsibility for the activities of the General Manager as the custodian of the corporate records, and shall see that the seal of the Corporation is affixed to all documents, the execution of which, on behalf of the Corporation under its seal, is duly authorized in accordance with the provisions of these By-Laws.
- D. The Secretary shall have oversight responsibility for the activities of the General Manager as they relate to keeping a current register of the mailing addresses of each member.
- E. In general, the Secretary shall perform all duties incidental to the office of Secretary.
- F. Shall insure that a cumulative listing of all motions made and the vote taken on each motion be maintained in a notebook(s) designated for such purpose and available for examination by any member so requesting.

Section 6. The Treasurer

- A. The Treasurer shall have oversight responsibility for the activities of the General Manager as they relate to:
 - (1.) The keeping of full and accurate financial accounts and the deposit of all monies and other valuable effects in the name and to the credit of the Corporation, in such depositories as may be designated by the Board.
 - (2.) The maintaining of inventory and control of all the Corporation's tools, equipment, vehicles, machinery, furniture, office equipment, and other non-consumables.
- B. The Treasurer shall oversee the disbursement of funds by the General Manager as ordered by the Board. The Treasurer, using data provided by the General Manager, shall present to the Directors, at each regular Board meeting, or whenever they require it, an account of the Corporation's recent monetary transactions and financial condition.

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- C. He shall be required to give the Corporation a bond in a sum and with one or more sureties satisfactory to the Board for the faithful performance of the duties of his office and the restoration to the Corporation in case of his death, resignation or removal from office of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Corporation. The Corporation shall pay all premiums for issuance of said bond.

Section 7. Vacancies

If the office of the President, Vice President, Secretary or Treasurer becomes vacant, the Directors, by a majority vote shall choose a successor or successors who shall hold office for the un-expired term in respect to which such vacancy occurred.

Section 8. Resignations

Any officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Corporation unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective

ARTICLE IV. MEMBERSHIP

Section 1. Definition

Members are those defined to be such by the Articles of Incorporation.

Section 2. Voting

Voting rights and privileges are as defined by the Articles of Incorporation.

Section 3. Transfer of Membership and Ownership

Membership in the Corporation may be transferred only as an incident to the transfer of a Shores Property, as defined in the Articles of Incorporation, and such transfer shall be subject to the procedures set forth in the Declaration of Restrictions.

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ARTICLE V. MEMBERSHIP MEETINGS

Section 1. Place

All meetings of the voting membership shall be held at the main office of the Corporation in St. Augustine Shores, Florida, or such other place as determined by Board and stated in a notice thereof.

Section 2. Annual Meeting

- A. **Day and Date:** Regular annual meetings shall be held on the first Friday of May each year.
- B. **Vote:** At the annual meeting, the membership entitled to vote shall elect a Board as provided for in Article II, Section 1, and transact such other business as may properly come before the meeting.
- C. **Notice:** Notice of the annual meeting, proxies, ballots and other materials necessary for the meeting's business shall be forwarded to the membership not less than thirty days nor more than sixty days before the meeting date.
- D. **Member Registration Deadline**

For purposes at the call of the annual meeting, the membership roll shall be closed as of March 1st, of each year. New members who purchased their property after March 1st are required to bring proof of ownership, such as title or deed to vote in person or by proxy.

Section 3. Special Meetings

Special meetings for any purpose or purposes, not otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President, a majority of the Board, or by a petition of twenty five (25%) percent of the voting membership. Such requests shall state the purpose or purposes of the proposed meeting. The only business to be conducted is the business for which the meeting was called.

Section 4. Quorum

Fifteen percent of the total voting membership of the Corporation, in person or by proxy, shall be necessary and sufficient at all meetings to constitute a quorum. The action of a majority present, in person or by proxy, at any meeting at which there is a quorum shall be the act of the Corporation.

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Section 5. Proxies & Ballots

- A. **Time Limit:** Ballots of meetings of the membership must be received and filed at the principal office of the Corporation no later than 4:00PM on the day prior to the meeting. The Chairman of the Election Committee or his designee shall sign the face of a late filed Ballot in ink, note the date and hour of its receipt and mark it void. A late filed Ballot is of no force or effect.
- B. **Election of Directors:** Voting for Directors shall be done only by ballot. Unmarked ballots and ballots marked for more candidates than there are vacancies will not be counted.
- C. **Proxies:** The members have the right to vote in person or by proxy. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his place.

Section 6. Membership Meeting Procedures

All annual and special membership meetings shall be conducted in accordance with Robert's Rules of Order. The Chairman may appoint a parliamentarian for the meeting who shall serve without compensation unless authorized by the Board.

ARTICLE VI. NOTICES

Section 1. Definition

Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these By-Laws, notice is required to be given to any director or voting member, it shall not be construed to mean personal notice but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a postpaid, sealed wrapper, addressed to the address of the person entitled thereto as appears on the books of the Corporation or by causing same to be delivered to the residence of the person entitled thereto.

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Section 2. Service of Notice – Waiver

Whenever a notice is required to be given under the provisions of the statutes or of the Restrictions or the Articles of Incorporation or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VII. FINANCES

Section 1. Fiscal Year

The Board shall operate the Corporation on a calendar or fiscal year basis.

Section 2. Checks

All checks or demands for money and notes of the Corporation shall be signed by an Officer of the Corporation and the General Manager. If the General Manager is unable to carry out his check signing responsibility(i.e. on vacation) then checks shall be signed by two of the Officers.

Section 3. Encumbrance of Debt

Where there is proposed, any single or aggregate additional indebtedness to be assumed by the Corporation, and said indebtedness exceeds fifteen percent (15%) of the current year's projected budgeted revenue, as contained in the Association's approved annual budget, then such proposed additional indebtedness shall require the approval of a majority of the membership present and voting at a special or annual membership meeting.

ARTICLE VIII SEAL

The seal of the Corporation shall have inscribed thereon the name of the Corporation, the year of its organization, and the words, "Corporation Not for Profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE IX NO STOCK

This Corporation shall never have or issue shares of stock and/or certificates of membership.

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ARTICLE X DEFAULT

In the event a member does not pay any of the fees required to be paid to the Corporation at the time same may be due, the Corporation, acting on its own behalf or through its Board or their agents, may enforce its lien for the fees or take such other action to recover the fees to which it is entitled, in accordance with the Resolutions and any statutes made and provided. If an action of foreclosure is brought against a member for non-payment of monies due the Corporation and as a result thereof, the interest of the said member in the Shores property is sold, then their membership in the Corporation ceases.

ARTICLE XI MISCELLANEOUS

Section 1. Binding Corporation

Officer(s) acting on behalf of the Board, or an Officer(s) and the General Manager acting, in concert, as an agent for the Board shall have authority to bind the Corporation.

Section 2. Invalidity

If any By-Law or part thereof shall be adjudged invalid, the same shall not affect the validity of any other By-Law or part thereof.

Section 3. Management

The Board shall employ a manager or management company, licensed in the State of Florida, as its General Manager to supervise its various divisions. The General Manager is responsible for all office operations including reporting to the Board all information obtained as a result of internal/external communications that are pertinent to the operations of the Corporation. the General Manager's other duties are detailed in the Corporate Policy Manual.

Section 4. Budget Review

The Board shall schedule an open meeting each year at least sixty days before the annual membership meeting for the purpose of considering a proposed budget for the next fiscal year. The resulting budget will be mailed to the membership with the proxies and ballots for the annual meeting.

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Section 5. Committees

- A. **Membership:** Excepting the Architectural Control Committee, only property owners can serve on any committee. No more than one member of the same ownership can be on the same committee. The Board of Directors shall appoint each Committee chairperson and shall approve each committee member.
- B. **Standing Committees:** There shall be two (2) standing committees:
 - 1. Architectural Control Committee(ACC) with duties and responsibilities as defined by the Deed Restrictions.
 - 2. Internal Audit Committee consisting of only "Shores" property owners, to review the Corporation's internal accounting procedures and to recommend changes when deemed necessary. No member of the Board of Directors shall serve as a voting member of the Committee.
- C. **Ad Hoc Committees:** Any number of committees so designated and approved by the Board of Directors shall serve at the pleasure of the Board of Directors.
 - 1. Search Committee: the Director Search Committee shall be appointed at least one hundred twenty days prior to the annual meeting of the Corporation. It shall present the results of its search to the Secretary no later than seventy five (75) days prior to the call of the annual meeting.
 - 2. Election Committee: An Election Committee shall be appointed at least sixty days prior to the annual meeting of the Corporation to determine through the Secretary the members eligible to vote at the annual meeting, to oversee the distribution and collection of all proxies and ballots and to establish their validity. The Committee shall also count the ballots and report the results to the Secretary. The number of candidates, equivalent to the number of vacancies which receive the largest pluralities shall be elected. In the event of a tie for the smallest electing plurality, the chairperson of the election committee shall decide the election by a coin toss.

An Election Committee may also be appointed for special meetings as required.

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ARTICLE XII AMENDMENT

Section 1. Annual Meeting

The Articles of Incorporation and By-Laws may only be altered, amended or added to at the annual meeting of the voting membership.

Section 2. Full Presentation

Only Articles of Incorporation or By-Law amendments set forth in full in the call of the Annual Membership Meeting may be considered at such meeting.

Section 3. Review Procedure

Members of the St. Augustine Shores Service Corporation shall have the right to submit proposed amendments to the By-Laws of the Corporation. All proposed amendments must be received by the Secretary of the Corporation no later than one hundred twenty (120) days prior to the Annual Meeting.

The Board of Directors of the St. Augustine Shores Service Corporation shall reserve the right to deny publication of any proposed amendment to the By-Laws by a majority vote of the Board cast no later than one hundred (100) days prior to the call of the Annual Meeting. The author of such denied proposal shall be immediately notified by the Secretary of the Corporation.

Any member wishing to over-ride the decision of the Board of Directors, can compel inclusion in the annual meeting ballot, for vote by the membership, on the proposed addition or amendment to the By-Laws, by filing a written petition signed by 14% of the voting membership as of the date such petition is received by the office of the Secretary of the Corporation. Such petition must be received by the office of the Secretary of the Corporation no later than eighty (80) days prior to the call of the Annual Meeting to verify each authorized signer. The Board of Directors shall accept or reject the petition no later than seventy-five(75) days prior to the call of the Annual Meeting. The petition must:

1. State the proposed addition or amendment to the By-Laws at the top of each page. The petition must include the property owner's signature, printed name, St. Augustine Shores property address and date of signature. Each page of the petition must be sequentially numbered. No alteration shall be made to a petition once it has been signed.
2. An authorized signer is defined as one owner per St. Augustine Shores property as listed on the property deed recorded in the records of St. Johns County at the time of signature.

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The Board shall review any proposed amendment(s) to the By-Laws and at its discretion offer an opinion as to the proposed amendments possible effect on the operation of the Corporation.

Section 4. Presentation of Ballot for By-Law Amendments

Each change or addition to the By-laws approved by the Board of Directors for submittal to the general membership must be submitted so as to allow voting on individual changes or additions, excepting those considered by the Board to be properly combined as a unit for cosmetic, clerical or clarification purposes.

ARTICLE XIII CONSTRUCTION

Wherever the masculine singular form of pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whatever the context so requires. In the event of any discrepancy between these By-Laws and the Articles of Incorporation of St. Augustine Shores Service Corporation, then the Articles of Incorporation shall prevail.

ARTICLE XIV SUMMARY BY-LAW

The Board of Directors at such intervals as it deems convenient, may promulgate and disseminate administrative compilations or summaries of the By-Laws as an index or suggestion of adopted By-Laws as they vary from time to time.

St. Augustine Shores Service Corporation
A Florida Corporation, Not-For-Profit

By: *Kathleen M. Yerves*
As President – Kathleen M. Yerves

By: *Klaus G. Gänger*
As Secretary – Klaus G. Gänger

AS OF 5/7/04